



भाकृअनुप – भारतीयमृदाएवंजलसंरक्षणसंस्थान  
ICAR-Indian Institute of Soil & Water Conservation  
अनुसंधानकेंद्र, दतिया, म.प्र., ४७५६६१  
Research Centre-Datia, MP, 475661



F.No. \_\_\_/2(11)/Manpower/Store/Datia

Dated:

**Tender Notice**

For and on behalf of the Director, ICAR-IISWC, Dehradun, tenders through GeM custom bid are invited for procurement from service providers through outsourcing of job work/service contracts for providing “Watch & Ward Services for crop protection on Job Contract” at ICAR-IISWC, RC, Datia. Presently for the period of one year.

Detailed Instructions containing terms and condition governing the Contract as well as tender document are available on the Website: <https://mkp.gem.gov.in>

**Details of Tender Deposits:-**

**Estimated annual cost of contract: Rs.1500000/- (Rupees fifteen lakh) approx.**

**Earnest Money Deposit: Declaration should be given**

**Performance Security Deposit: 3% of the total value of contract**

**The tender document contains the following:**

Annexure-I – Instructions for online bid submission and main terms & conditions

Annexure-II – Scope of work/duties to be performed

Annexure-III – General terms & conditions.

Annexure-IV – Undertaking to be given by the firm

Annexure-V – Technical Bid

Annexure-VI – Financial Bid.

Annexure-VII – Specimen of agreement.

**Annexure-VIII – Bid Securing Declaration Form. (must be enclosed)**

**Tender Schedule**

Tender No.	F.No. : Farm Operation/Store/Datia/2021-22
Date of release of Tender through GEM (Custom Bid)	18/09/2021 at 4:30PM
Date of Download of Tender Document	18/09/2021 at 5:00PM
Pre Bid meeting date/time/venue	24/09/2021 at 11:00 AM Conference Room, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia
Bid Submission Start date/time	18/09/2021 at 6:00PM
Last date & time for submission of bid	11/10/2021 at 2:00 PM
Date & time for opening of technical bid	11/10/2021 at 4:00PM
Date & time for opening of financial bid	As per instructions to be uploaded on GeM in due course of time.
Validity of Tender	120 days from the date of opening of bid.
Place of opening of Technical Bid	ICAR-IISWC RC Datia
Address for Communication	The Head, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia (M.P.) 475661

**Important Notes:**

1. Tender Documents can be downloaded from **ICAR-IISWC, Dehradun website [www.cswcrtiweb.org](http://www.cswcrtiweb.org)** OR from <https://mkp.gem.gov.in>. Bidders should enrol/ register in the <https://mkp.gem.gov.in>.
2. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
3. ICAR-IISWC, RC, **DATIA** reserves the right to accept/reject any/all tenders in part /full at any stage without assigning any reason thereof.
4. ICAR-IISWC, RC, **DATIA** will not be responsible for any delay in enrolment/registration as bidder or submitting/uploading the offer on <https://mkp.gem.gov.in> portal. Hence, bidders are advised to register in <https://mkp.gem.gov.in> for upload their quotation well in advance.
5. This tender document contains eight annexure which are part of the tender document.
6. Any changes/corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website & <https://eprocure.gov.in/eprocure/app> for updates.
7. The proposal should be strictly in accordance with the specification mentioned as under and terms & conditions framed by the office. Bidders should enrol/ register in the <https://mkp.gem.gov.in/> for online submission of bids.
8. Bids received <https://mkp.gem.gov.in/> portal only will be considered. Bids in any other form sent through any other mode will be rejected.
9. The Tender should consist of two Bids –The technical bid and the financial bid
10. The Financial bid will be opened only of those firms whose technical bid is found in consonance with tender document along with terms & conditions.
11. Tendering firms fulfilling the requirements stipulated in this tender document are requested to quote their competitive lowest prices as per the specifications & requirements.
12. Tender to remain open for acceptance up to **120 days** from the date of opening.
13. In case, any Holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time.

**INSTRUCTION FOR ONLINE BIDS SUBMISSION:**

As per the directives of Department of Expenditure, this tender document has been published on the <https://mkp.gem.gov.in>. The bidders are required to submit of their bids electronically on the GeM Portal, Using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registration on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION:**

- 1) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 2) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeMportal.
- 3) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 4) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 5) Bidder then logs in to the site through the secured log-in by entering their User ID/ password and the password of the DSC/e-Token.

**SEARCHING FOR TENDER DOCUMENTS:**

- 1) There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the GeM Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender Schedules. These tenders can be moved to the respective My Tenders' folder. This would enable the GeM Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

**PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF forms. Bid documents may be scanned with 100 dpi with black and white option.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card Copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has not to pay the tender fee/EMD.
- 4) Bidder should submit the **Bid Securing Declaration Form** EMD not required. as per the instructions specified in the tender document.. Failure to submit **Bid Securing Declaration Form** up to due date and time will lead to rejection of bid. Otherwise the uploaded bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 10) **GeM Portal पर टेंडर में सर्विस चार्ज नहीं देना है, Grand Total (सम्पूर्ण कार्य) की राशि ही दर्शायी जानी है।**

#### **ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk. The contact number for the helpdesk is queries please call at GeM Portal Helpdesk Number [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in) Toll Free Numbers: 1800-419-3436; 1800-102-3436 any issue along with contact details.

## Scope of Work

### Scope of work & duties to be performed

The ICAR-IISWC, RC, Datia is located at Gwalior road, Datia. The watch & ward to be hired for the purpose shall be deployed at the following locations:-

#### फार्म प्रक्षेत्र की सुरक्षा/रखवाली (वाच & वार्ड) कार्य के ठेका/कॉन्ट्रैक्ट

कार्य का विवरण	इकाई	दर		
1	2	3		
प्रक्षेत्र की रखवाली/देखभाल का कार्य – इस कार्य के अंतर्गत प्रयोगिक क्षेत्र/प्रक्षेत्र मे लगे फीटिंग्स जैसे रेमसर सैंपलर, रैन गेज, मल्टीस्लॉट डीवाइज़र, स्टेज लेवल रेकॉर्डर, सबमरसिबल पम्प, स्टार्टर, विधियुत मोटर्स, पानी के पाइप, बॉल आदि, एवं पेड़ों/फसलों को असामाजिक तत्वों/जंगली व आवारा जानवरों/पक्षियों आदि से बचाने का कार्य (24 घंटे) एवं ब्लॉक की कांटोदार झाड़ियों/तार से फेंसिंग की मरम्मत का कार्य भी अच्छी प्रकार से करना होगा।		(क) ब्लॉको के प्रक्षेत्रों में फसलें होने की अवधि में	(ख) ब्लॉको के प्रक्षेत्रों में फसलें न होने की अवधि में	Total क + ख
अ) शंकर, आर एवं गढ़ी ब्लॉक	15 हे॰	रु.	रु.	रु.
ब) हेक्टर व सी ब्लॉक	15 हे॰	रु.	रु.	रु.
स) सिरसी व बंधा ब्लॉक	15 हे॰	रु.	रु.	रु.
(अ) शंकर, आर एवं गढ़ी ब्लॉक + ब) हेक्टर व सी ब्लॉक + स) सिरसी व बंधा ब्लॉक) Grand Total				रु.

**नोट : GeM Portal पर टेंडर में सर्विस चार्ज नहीं देना है, Grand Total (सम्पूर्ण कार्य) की राशि ही दर्शायी जानी है। Grand Total के कॉलम की राशि ही न्यूनतम दरें मानी जायेगी। उपरोक्त table केवल कार्य के स्वरूप को समझने के उद्देश्य से दी गई है। इसे भरकर technical bid के document के साथ न लगाएँ। टेंडर की प्रक्रिया पूर्ण होने पर जो भी फ़र्म responsive L1 पायी जाएगी उससे बाद में उपरोक्त अनुसार विवरण लिया जाएगा।**

#### Period of Cropping/Non cropping

Block	Cropping Period	Non-Cropping Period
शंकर आर एवं गढ़ी ब्लॉक	जुलाई से अप्रैल माह तक	मई से जून माह तक
हेक्टर व सी ब्लॉक	जुलाई से अप्रैल माह तक	मई से जून माह तक
सिरसी व बंधा ब्लॉक	जुलाई से अप्रैल माह तक	मई से जून माह तक

**नोट :**

- उपरोक्त दर्शाया गया ब्लॉक वाइज़ क्रोपिंग व नॉन क्रोपिंग पीरियड टेंटेटिव है जो की सामान्य परिस्थितियों को ध्यान में रखते हुए प्लान किया गया है, परिस्थितियाँ असामान्य (जैसे की बुवाई हेतु उपयुक्त वर्षा न होने, बहुत अधिक व लगातार वर्षा के कारण बुवाई न हो पाना, सिंचाई हेतु पानी की कमी/उपलब्धता/, बीज उत्पादन कार्यक्रम व अन्य कारणों) होने की स्थिति में क्रोपिंग व नॉन (क्रोपिंग पीरियड में बदलाव संभव है। बदलाव होने की स्थिति में वास्तविक कार्य का भुगतान ही किया जाएगा, उदाहरण के तौर पर यदि माह जुलाई में हेक्टर व सी ब्लॉक में किसी कारण से फसल

- नहीं लगाई जाती है तो ऐसी अवस्था में हेक्टर व सी ब्लॉक को नॉन क्रोपिंग पीरियड में गिना जाएगा व भुगतान भी नॉन क्रोपिंग पीरियड की दरों के अनुसार ही किया जाएगा।
2. किसी माह की किसी तारीख के बाद यदि ब्लॉक में फसल काट कर ब्लॉक खाली कर दिया जाता है और उसी माह में दूसरी फसल नहीं लगाई जाती है तो उस माह के शेष दिवस नॉन क्रोपिंग पीरियड में गिने जाएंगे। यही नियम बुवाई की दिनांक पर भी लागू होगा।
  3. किसी भी ब्लॉक के एक भी प्रक्षेत्र में यदि फसल लगाई जाती है तो वो पूरा ब्लॉक क्रोपिंग पीरियड में गिना जाएगा।
  4. बहुवर्षीय फलों व वानिकी कृषि वानिकी व अन्य पौधेवृक्ष जो की एक बार लगाने के बाद कई वर्षों / सिद्धान्त से बाहर रहेंगे/तक प्रक्षेत्र में रहते हैं वो क्रोपिंग नॉन क्रोपिंग पीरियड के दायरे, क्रोपिंग व नॉन क्रोपिंग पीरियड का निर्धारण केवल एकवर्षीय, द्विवर्षीय फसलों को ध्यान में रख कर किया गया है।

#### **Duties and Responsibilities of Job Work Agency & Personnel :-**

1. Regulate access control in entire block and fields of particular block, preventing tress-passing of unauthorized vehicles and persons, unauthorized parking, squatting in the given block area as stated in this tender documents.
2. Prevent loss of life & property at each **Job** points/blocks.
3. Check entry of all vehicles, private agencies/cable network operators/ vendors/ sales personnel/walkers etc. including nuisance elements such as mobs, stray/wild animals, monkey& dogs, beggars etc.
4. To protect the crops/**tree** grazing or damage by stray animals or any other nuisance elements (24 x 7 days) and to maintain and repair the fencing of block.
5. Patrolling on **required**/basis across the length and breadth of the entire area covered in this tender and report any unusual events in suspicious circumstances occurring in the area/campus. The guards on patrol duty should take care of all temporary and permanent equipments/installations/machinery/elements/structures/assets etc. installed both inside and in the open all over the block/premises.
6. Whenever required interact with Local Police Authorities or PCR Van to seek Police assistance and to ensure complete safety of the Institutes movable & immovable properties and residents of respective areas.
7. To ensure that no unauthorized persons or vehicle get entry into the guarded premises in an irregular manner.
8. To ensure safe custody of keys **if any** as per directions of the **designated** Officer of the Institute.
9. To check pilferage and implement anti-theft measures.
10. Check/control/search staff engaged by any other contractor or person having access to the block and farms.
11. To report unusual events in suspicious circumstances occurring in the area of block/premises.
12. The above job(s) are only illustrative and not exhaustive. Additional jobs or modifications in the job purely for security purpose will be carried out /assigned with the approval of competent authority.
13. Any other job assigned by the Head/Other Officer or his nominee in the interest of **Job** of the Institute.

**Terms & Conditions**

1. **Bid Securing Declaration Form** should be attached in online bid as mentioned under technical bid. The details of the EMD/Bid Security, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission end date and time. Otherwise the uploaded bid will be rejected. Bidder should **Bid Securing Declaration Form** Bid Security as per the instructions specified in the tender document.
2. EMD/Bid Security and Performance Security will not be linked to any pending amount in the Institute.
3. The tenderer is being permitted to give tender consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD/bid security will be forfeited by the ICAR-IISWC, RC, **DATIA**. 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 ICAR-IISWC, RC, **DATIA**.
4. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the *Annexures to the tenders* are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
5. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR-IISWC, RC, **Datia** shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.
6. Bids are invited under two-bid system (Technical bids and financial bids). Both technical and financial bids may be uploaded. After evaluation of technical bid (**GeM**), the financial bid (**GeM**) will be opened. Only those firms will be considered for financial bid who will qualify in the technical bid.
7. After physical inspection of the site, every detailed assessment/requirements of worker for work as mentioned in the **ANNEXURE- II** at the ICAR-IISWC, RC, **Datia** shall be furnished along with the Tender. The rates quoted by the bidders shall complete as mentioned in Financial Bid i.e., all other statutory liability, risk factor and other benefits given to his contract labour engaged in Job Work and same rates shall remain valid for 120 days from date of opening of tender. GST is not included in the Financial Bid. However, GST if applicable, will be paid by ICAR-IISWC, RC, **Datia** to the contractor on production of documents.
8. The Contractor has to agree and undertake to bear all taxes (Other than GST), rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or authority. The Contractor has to furnish such proof of payments or compliance of the obligations including Registration Certificate, Clearance Certificate etc. as may be required by the Institute from time to time.
9. Tax on income which is applicable as per the rules of the Govt. of Madhya Pradesh or Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
10. **Security Deposit:** An amount of **3% of contract value** as a security deposit for the contract is to be

deposited in the form of Payee Demand Draft/ Banker's Cheque/ Bank Guarantee/Fixed Deposit Receipt from any of the commercial banks in an acceptable form in favour of "Head, CSWRTI, DATIA" payable at SBI, ADB Branch, DATIA 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 and contract will be cancelled. It is also mentioned firms which are exempted from EMD are not exempted from Security deposit. Hence, before filling the e-tender firm may ensure that they will ready to deposit the Security Deposit.

11. Head, ICAR-IISWC, R.C., DATIA reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-IISWC, R.C., DATIA, for any justifiable reasons, not mandatory to be communicated to the tenderer.
12. **Annual Rate Contract will be awarded to the lowest bidder (L1) on the basis of total lowest charges quoted. The cases of tie in financial bid, if more than one tenderer quoted same rate the L-1 will be decided on the following basis:-**
  - a. **Where as in case of tie at this stage, the work will be awarded to the agency which has experience of working for maximum number of years for job-contract/manpower-supply in Govt./PSU/Autonomous body/ Public sector.**
  - b. **Where as in case of tie at this stage, the work will be awarded to the agency which have highest average annual turnover for the last three financial years. The average annual turnover should be supported by ITR and certified copy of Balance Sheet of that year.**
  - c. **Where as in case of tie at this stage also, the work will be awarded on sharing basis (as far as possible equally) amongst those firms.**
13. The defaulting contractors/ agencies whose services were terminated/ discontinued either by themselves/ this Institute or any other institute of government agency/ ICAR institutions on account of various lapses, need not to apply please and those who have been black listed by any Govt. department also need not to apply.
14. Every effort has been made to make this document simple and clear. As far as possible all the necessary information related to the job is mentioned. However, if any clarification is required, the bidders may ask the same in writing to ICAR-IISWC, R.C., DATIA.
15. **All the** workmen/staff to be provided by the contracting firm/ contractor shall be on the pay roll of the contracting firm/ contractor and they will not be treated as staff of the ICAR-IISWC, R.C., DATIA for any purpose. Their Wages, EPF, ESIC and other liabilities of contract labour as per rules of the Government shall be the sole responsibility of the contractor/firm.
16. Payment for service contract will be made monthly upon submission of pre-receipted bills and after making payments to the concerned worker and departments i.e. EPF/ESIC etc. through RTGS/NEFT/Net Banking only. For proof of payment, contractor must enclosed his bank details statement that cheque debited in their bank account along with the worker's list to whom the payment will made. Payment of the wages to the persons deployed by the Agency/Contractor will be made through RTGS/NEFT/Net Banking only on or before 7<sup>th</sup> day of each month to the account of contractual worker and copy of payment sheet duly signed by authorized signatory of the Agency/Contractor should be made available to the Indenting Officer/Store & Purchase Section every month before verifying the monthly bill, failing which punitive action against the contractor will be taken at the discretion of the Head, ICAR-IISWC, R.C., DATIA Contractor must ensure that payment will be made to the worker every month and it should not be linked with Institute payment.
17. Wages to be paid to the contractual manpower as specified in tender document (Annexure –IV). The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office.
18. Submission of Bills along with ECR for EPF/ESIC payment to Contractual Workers, the firm awarded the Contract has to furnish ECR for EPF/ESIC for Contractual Workers separately without mixing the same with other organization, failing which the bills will not be entertained.



19. 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 strictly **as per minimum wages, VDA Central/State, whichever is higher EPF, ESIC** and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and ICAR-IISWC, R.C., **DATIA** will not be responsible for 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 Head, Indian Institute of Soil & Water Conservation, Research Centre, Datia shall be final and binding on the contractor.
20. The selected agency shall provide the necessary personnel (qualified/experienced according to work required) as per requirement at ICAR-IISWC, R.C.Datia as per labour acts prevalent in State/ Central. (for kind reference please see as per the classification of worker in The Gazette of India Part II- Section-3- Sub- section (ii) No.173, New Delhi Thursday, January, 2017/ PAUSA 29, 1938 under Agriculture). For the purpose of conducting this **Job work Contract through service provider**, the agency shall employ good and reliable persons with robust health. They should also possess quality of pleasant behaviour, obedience and should be Non-Smoker / Non-Gutkha/ Pan eaters. In case any of the personnel so provided is not found suitable by ICAR-IISWC, R.C., Datia shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written/oral communication will have to replace such persons immediately. The Contractor must employ adult labour only; employment of child labour will lead to the termination of the Contract including other punitive action as deemfit.
21. The Contractor shall furnish a detailed list of his employee's **Name, Father's Name, Age, Address, Aadhar No., EPF No. ESIC No. deputed by him in ICAR-IISWC, R.C., DATIA** along with photo identity to the Farm Office/ Security Section/Officer-in-Charge (Job Contract) and Head of Office of the Institute. The workmen/staff shall be deployed in the Centre at the designated places and as per requirement of Centre. Any change in staff must be informed to the concerned Officer of the Centre, immediately. The Contractor and all his workmen shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the ICAR-IISWC, R.C.,Datia.
22. The Contractor must ensure that his entire staff observe cleanliness and are properly dressed with identity cards during service hours. **The Contractor shall incur the cost of I-Card to workmen/staff.**
23. The contractor/ firm offered the contract will have to maintain Attendance Register/record of their labourers engaged in ICAR-IISWC, R.C., **DATIA**
24. The job work done shall have to be as per the entire satisfaction of the Centre authority and it shall be open to verification by the authorized officer/ Committee of ICAR-IISWC, R.C., Datia for the purpose. All complaints should be immediately attended by the Agency.
25. The requirement of manpower for Job work may increase or decrease according to actual requirement of the Centre/Projects, as the requirement is on at the time of placing the order by FAFDPC/Office on monthly/quarterly basis. The requirement shown in scope of work is tentatively, as it is depending upon the seasonal requirement, availability of budget of Centre/Projects, work basis etc. The Centre does not bind itself to assure some minimum amount of work in any month or in any year.
26. No advance or part payment will be made unless otherwise agreed by the competent authority. Payment shall be made electronically only within a reasonable period after completion of the service/work as per tender terms and conditions and after satisfactory verification of the work by the concerned Division/Section Incharge/ Unit of the Centre assigned for supervision of this work. Bank Account details for making e-payment must be provided along with the Bill.
27. Successful tenderer will have to enter into a detailed contract agreement with ICAR-IISWC, R.C., Datia on non-judicial stamp paper of appropriate value. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to this agreement.

28. The firm should sign and stamp all the pages of the tender documents as acceptance of all the terms and conditions and upload on GeM portal **or** upload a certificate for accepting the terms and conditions of the tender (Annexure V).
29. The tenure of the Contract will be initially for a period of 12 months which may increase or decrease depending upon the performance of the contractor at the discretion of the Director/Head which is binding on the part of the Contractor. The Head, ICAR-IISWC, R.C., Datia reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-IISWC, R.C. Datia, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
30. Acceptance by the ICAR-IISWC, R.C., Datia will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. If a tenderer does not accept the offer, after issue of letter of award of contract by ICAR-IISWC, R.C., Datia within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money/bid security will be forfeited.
31. The Head, ICAR-IISWC, R.C., Datia, reserves the right to modify any of the terms and conditions of the contract as mentioned in further Annexures of this document, at its discretion, in the interest of the job/work.
32. The Centre shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits break of any of the terms and conditions to the satisfaction of the Institute and if the quality performance of contract with regard to **“Watch & Ward Services for crop protection on Job Contract”- Job Contract-work contract for hiring staff through service provider** are found unsatisfactory, the Centre shall have the right to terminate this agreement.  
 (a) The agreement shall be terminated without notice on gross violation or by efflux of time or it may be terminated on account of un-satisfactory services by **two months** notice at the option of the Centre. The contractor shall also have the option to terminate the agreement after **giving two months notice to the Centre**. On termination of contract by the Centre for any reason whatsoever, the Centre shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor. (b) On Contractor being declared insolvent by competent Court of Law.
33. The Head of the Centre shall be the sole authority to judge and decide about the quality of the services rendered by the Contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Head of the Centre. The Contractor hereby agrees to be bound by the decisions of the Head.
34. Any kind of loss of the Govt./Centre's property due to the negligence of the contractor labours will be deducted from the contractor's bill.
35. During the contract period the Centre will not be responsible for any miss happening of contractual labour like any accident/injury/disease (including death), It will be fully responsibility of the contractor for compensation of any claim etc. during the contract period or later on awarded by any Court/Tribunal/Arbitrator etc.
36. The contractor shall not sublet the work without prior written permission of the ICAR-IISWC, R.C., Datia.
37. The Agency/Contractor shall display a copy of license promptly at the work premises
38. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
39. There will be no employer-employee relationship between the ICAR-IISWC, R.C., Datia and the

person so engaged by the contractor in the aforesaid services. The workmen/staff engaged by the Contractor shall not have any right/ claim over the facilities enjoyed by ICAR-IISWC, R.C., Datia employees, participants etc.

40. In case of granting of one particular job work/ man days to a particular contractor; he/she will be bound to supply the required man power to complete the assigned job, failing which action shall be taken against contractor and work shall be allotted to another contractor as per procedure.
41. The selected contractor or his representative shall be bound to follow the directions/instructions of The Head, ICAR-IISWC, R.C., Datia.
42. The Head, ICAR-IISWC, R.C., Datia reserves the right to reject any or all Tenders in whole or in part without assigning any reason therefore. The decision of The Head, ICAR-IISWC, R.C., Datia shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
43. **Personal Supervision:** It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him/her and their staff.
44. **Risk Clause:** ICAR-IISWC, R.C., Datia reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Performance Security or pending bills or by raising a separate claim.
45. **Dispute Resolution Mechanism (Arbitration):** If any dispute or difference arises between the ICAR-IISWC, R.C., Datia & the contractor/firm relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the ICAR-IISWC, R.C., Datia or the contractor/firm may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by The Head, ICAR-IISWC, R.C., Datia on behalf of the Director, ICAR-IISWC, Dehradun & the procedure to be followed in this respect will be as per the Indian Arbitration & Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.
46. **Jurisdiction:** All question, dispute or difference under our or in connection with the tender shall be subject to exclusive jurisdiction of the court within the local limit of whole jurisdiction at Datia.
47. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-IISWC on non-judicial stamp paper of Rs. 100/- (One hundred only) for work as per the specimen attached with the tender document.

#### कार्य से संबंधित अन्य निर्देश

1. ठेकेदार को अपने श्रमिकों को केंद्र सरकार द्वारा निर्धारित न्यूनतम मजदूरी देने की ज़िम्मेदारी होगी।
2. सभी प्रकार के चार्ज जैसे ई एस आड, ई पी एफ, सर्विस चार्ज GST इत्यादि की ज़िम्मेदारी ठेकेदार की होगी। इससे संबंधित जानकारी दस्तावेज़बिल के साथ कार्यालय में जमा करने होंगे।
3. ठेकेदार को अपने श्रमिकों को प्रत्येक माह के एक से दस तारीख के बीच पूरा भुगतान करना होगा। जिसका लिखित प्रमाणीकरण आगामी बिल के साथ प्रस्तुत करना होगा।
4. मजदूरों को साप्ताहिक अवकाश देना या उसके लिए अलग से भुगतान करना ठेकेदार की ज़िम्मेदारी होगी अतः न्यूनतम दरे भरते समय ठेकेदार ध्यान दे की कार्यालय केवल वास्तविक रूप में किए गए कार्य के लिए ही भुगतान करेगा।
5. कार्य हेतु उपयुक्त आदमी (जिनकी उम्र 18 वर्ष से 40 वर्ष के बीच) ही भेजे। यदि यह पाया गया की संबंधित व्यक्ति कार्य को ठीक से नहीं कर पा रहा है, तो उसे काम पर न लेने का केंद्राध्यक्ष का पूर्ण अधिकार होगा।
6. धरोहर राशि के रूप में कार्यालय में कुल वार्षिक भुगतान का 3% जमा करना होगा, जो ठेका समाप्त होने के बाद वापिस कर दिया जायगा। इस राशि पर कोई ब्याज आदि देय नहीं होगा।
7. ठेकेदार को शासन द्वारा निर्धारित दरो के अनुसार आयकर जमा करना होगा।
8. यदि ठेकेदार जरूरत के अनुसार मजदूर भेजने में असमर्थता दिखाता है, तो केंद्राध्यक्ष को यह अधिकार होगा की कार्य के लिए मजदूरों की स्वयं व्यवस्था करे। इस प्रकार की व्यवस्था में यदि अधिक मजदूरी भी देनी पड़े तो नुकसान की भरपाई ठेकेदार को करनी होगी।

9. कार्यों की अवधि अधिसूचना में प्रत्येक कार्य के समक्ष दर्शाए गए निर्धारित मात्रा के लिए ही होगी, जो कि ठेके के स्वीकृत होने के दिनांक से प्रभावशाली होगी। संविदा के कार्यों की निर्धारित मात्रा को आवश्यकतानुसार निर्धारित दर पर ही अधोहस्ताक्षरी द्वारा घटाया या बढ़ाया जा सकता है।
10. संविदा के कार्यों के सुचारु रूप से भुगतान एवम असुविधा से बचाने हेतु मासिक बिल अनिवार्य रूप से प्रतिमाह की तारीख को कार्यालय में 3 प्रस्तुत करें।
11. संविदा के अंतर्गत किए जाने वाले कार्य के दौरान होने वाली किसी भी जनहानि दुर्घटना की स्थिति में केंद्र किसी भी प्रकार से उत्तरदायी नहीं होगा इसकी ज़िम्मेदारी पूर्ण रूप से ठेकेदार की होगी।
12. ठेकेदार को यह सुनिश्चित कराना होगा कि रखवाली कार्य के दौरान उनके श्रमिकों द्वारा कोई भी गैर कानूनी कार्य नहीं करेगा। इसकी ज़िम्मेदारी पूर्ण रूप से ठेकेदार की होगी।
13. ठेके की अवधि में प्रेक्षेत्र पर कोई भी चोरी इत्यादि, नुकसान अथवा किसी भी जानमाल की हानि होने तथा अन्य कोई भी अवैध गतिविधि होने की स्थिति में यह ठेकेदार की ज़िम्मेदारी होगी की वह संबन्धित थाने में FIR दर्ज करवाये व उसकी सूचना की प्रति केंद्राध्यक्ष को देनी होगी।
14. भुगतान संस्थान से प्राप्त होने पर ही बैंक द्वारा दिया जाएगा।
15. कार्य सही गुणवत्ता का न होने पर उसमें सुधार बिना किसी अतिरिक्त खर्च के करना होगा। ऐसा न होने पर केंद्राध्यक्ष को अधिकार होगा कि उचित अर्थदण्ड के रूप में ठेकेदार के भुगतान में से कटौती की जाए।
16. मरम्मत कार्यों में प्रयुक्त होने वाला सभी सामान केंद्र उपलब्ध कराएगा। इसकी वित्तीय ज़िम्मेदारी ठेकेदार की नहीं होगी, लेकिन कार्य करने संबंधी यंत्रों की उपलब्धता ठेकेदार को करनी होगी।
17. सभी श्रम कानून एवम अन्य सुविधाओं के लिए ठेकेदार स्वयं उत्तरदायी होगा तथा किसी भी रूप में यह केंद्र उत्तरदायी नहीं होगा।
18. रखवाली हेतु सभी प्रकार की आवश्यक सामग्री जैसे सीटी, टार्च, डन्डा गमबूट, रैनकोट/छाता आदि की व्यवस्था ठेकेदार को करनी होगी।
19. प्रेक्षेत्र में किसी प्रकार का नुकसान होता है तो सक्षम प्राधिकारी द्वारा किये गये आंकलन की भरपाई ठेकेदार को तुरन्त जमा करनी होगी।
20. ठेकेदार या उसके द्वारा नियोजित श्रमिक किसी भी प्रकार की नियमितीकरण हेतु पात्र नहीं होंगे।
21. फेंसिंग (बाड़) की मरम्मत का कार्य ठेकेदार को ही करना होगा।
22. किसी भी विवाद की स्थिति में केंद्राध्यक्ष का निर्णय मान्य होगा।
23. केंद्राध्यक्ष को किसी भी समय ठेका निरस्त करने का अधिकार सुरक्षित होगा।
24. प्रत्येक ब्लाक में 24 घंटे घंटे रखवाली हेतु उपलब्ध होना चाह।
25. PFMS में यदि रजिस्ट्रेशन है तो जिसका vender number या बैंक विवरण उपलब्ध कराए।
26. संबन्धित फर्म को ठेका मिलने पर ठेकेदार को अपना E-Mail व Whatapp No प्रभारी अधिकारी प्रेक्षेत्र को लिखित में देना होगा जिस पर प्रभारी अधिकारी प्रेक्षेत्र जरूरत पड़ने पर ठेकेदार से लिखित Communication कर सके।
27. ठेकेदार द्वारा रखवाली के कार्य पर लगाये गये व्यक्ति का कोई भी संबन्धित किसी भी कार्य हेतु संस्थान में मुख्य द्वार से ही प्रवेश करेगा, अन्य किसी भी रास्ते से प्रवेश की कोई अनुमति नहीं होगी और इस तरह अन्य रास्ते अगर कोई प्रवेश करता है तो वह अवैध प्रवेश माना जायेगा एवं संबन्धित के खिलाफ उचित कार्यवाही की जायेगी।
28. ठेकेदार द्वारा जो भी व्यक्ति कार्य पर लगाया जाता है उसका विस्तृत ब्यौरा नाम, पता उम्र आदि कार्यालय में देना होगा। अगर रखवाली के कार्य के दौरान किसी व्यक्ति को हटाया जाता है अथवा नए व्यक्ति को कार्य पर लगाया जाता है तो उसका भी विस्तृत ब्यौरा नाम, पता उम्र आदि संस्थान कार्यालय में जमा कराना होगा।
29. रखवाली की आवश्यकतानुसार श्रमिक न भेजने, रखवाली कार्य ठीक से न करने, छोड़कर जाने पर ठेकेदार को ब्लैक लिस्टेड किया जा सकता है एवं धरोहर राशि जब्त की जा सकती है।

#### Scope of Work :Watch&Wardcrop protection Service on job contract basis

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

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

Signature with Seal/Stamp of Firm \_\_\_\_\_  
 Name & Address of the Firm \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Mobile No. \_\_\_\_\_

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE:**

If the contractor/ firm does not provide more than 90% of the required no. of labours on any day without valid justification, then Rs.500/- will be deducted per day from the contractor. Also, if the contractor fails to make payment of wages to its workers on time i.e. by the 7<sup>th</sup> of each month, then a penalty at the rate of Rs. 5/- per worker per day of delay of payment of wages will be made from the contractor's service charges of the month.

The Head, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, **DATIA** reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of **Head, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia** shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

-sd-  
Asstt. Adm. Officer  
ICAR-IISWC, RC,  
Datia-475661

**ANNEXURE-IV**

**TENDER ACCEPTANCE LETTER (To be given on Company LetterHead) Undertaking**

Date:.....

.....

To,  
The Head  
ICAR-IISWC, Research, Centre, Datia  
Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: F.No. .... /2020-21/Mandays/Store/ dated.....

Name of Tender: - **“Watch &Ward Servicesfor crop protection on Job Contract”**

Dear Sir,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned „Tender from the website(s) namely:

---

Asper your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/wehavereadtheentireterm sand conditions of the tender documents from PageNo. \_to\_\_\_\_\_ (including all documents like annexure(s),schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptanceletter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sectorundertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money depositabsolutely.

YoursFaithfully,

(Signature of the Bidder, with OfficialSeal)

**E-tender notice for “job work/service contracts for providing “Watch & Ward Services for crop protection on Job Contract” Of ICAR-IISWC, Research Centre, Datia (M.P.)**

**UNDERTAKING**

**(To be submitted in Non-judicial stamp paper of Rs.100/- )**

I/We have read and understood general terms and conditions contained in the limited tender document for “**job work/service contracts for providing “Watch & Ward Services for crop protection on Job Contract” Of ICAR-IISWC, Research Centre, Datia (M.P.)**”. I/We do hereby declare that all the details provided in this tender document are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-IISWC, RC-Datia

**I/We do hereby also accept ICAR-IISWC, RC-Datia (M.P.) have the right to accept or reject our tender bid and not to issue invitation to our firm.**

I/We certify that we have not been blacklisted by any Government Department including Central Vigilance Commission (CVC) during the last three years. I/we also certify that no criminal/legal suit is pending or contemplated against our firm.

I/we hereby authorize ICAR-IISWC, RC-Datia (M.P.) to approach any Individuals, employees, firm or organization to verify our competence and general reputation and authenticity of document submitted by the firm.

The undersigned is fully authorized to sign and submit this undertaking on behalf of the firm.

Signature & Seal of the Tenderer

Firm's Address.....

Telephone

No.

Office.....

Resi.....

.....

Mobile.....

E-mail

**ICAR-INDIAN INDIAN INSTITUTE OF SOIL & WAETR CONSERVATION  
Research Centre, Datia M.P.**

**E-tender notice for “Watch & Ward Service for crop protection on job contract”**

**Technical Bid**

Sl. No	Particular	Information/document to be provide by the firm on Page No.
1	Name of the Firm/Agency	
2	Full address with Post Box No. And Telephone No. if any	
3	Constitution of the Firm/Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners	
4	Registration certificate of the firm under the Govt. of Madhya Pradesh/Central Labour Commissioner.	
5	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	
6	Name and Full details of your Banker's	
7	Copy Permanent Income Tax No./Circle/Ward (Copies of PAN/TAN and Service Tax Registration to be uploaded)	
8	Copy of ESI/EPF valid registration certificate of the firm/valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.	
9	Any other relevant information	
10	<b>Bid Securing Declaration Form to submitted alongwith hard copy of Technical Bid before schedule end date &amp; time)</b>	Yes/No (alongwith details)
11	Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid	
12	Total turn-over of last three years (year wise detail along with supporting documents)	
13	Name of the Permanent Representative to be visiting ICAR-IISWC, Datia regarding the contract	

All supporting documents of Technical Bid should contains seal and signature of authorized signatory. If these documents are not found attached with technical bid, the tender shall be treated as unresponsive and will be rejected.

**Technical Bid में संलग्न किये गए आवश्यक दस्तावेज का पेज नम्बर कॉलम न. 3 में दर्शाये ।**

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

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

Authorised Signatory



**Financial Bid**

Price bid (BOQ) to be filled in .XLS format strictly as per proforma uploaded with e-tender document in CPP Portal

**DRAFT SPECIMEN AGREEMENT**

**Note:** Firm will submit this agreement on non-judicial stamp paper of appropriate value and expenses in respect of all charges, stamp duties relating to this agreement shall be borne by the firm.

**AGREEMENT**

This agreement is made at ..... (place) ..... on (month/year) .....day of between ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia (hereinafter called Centre) through the Head (Designation of the competent authority in Centre) 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-Indian Institute of Soil & Water Conservation, Research Centre, Datia has decided to assign the annual job/ work contract for providing **“Watch & Ward Services for crop protection on Job Contract”** (Tender I.d. 2019\_DARE.....\_1 vide work order F.No. AGAW/2020-21/W&W/Store dated ..... at ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia 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. ....2021 to 2022 (date) and will remain in force for a period for one year but can be terminated by the ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia by giving two calendar month's notice in writing of its intentions to terminate the agreement. The agreement can be renewed/ extendable on same terms, if mutually agreed, for further period as decided by the ICAR-IISWC, R.C., Datia subject to satisfactory performance of the firm.
2. The firm shall be responsible for Annual job work/Service contracts for providing **“Watch & Ward Services for crop protection on Job Contract”** at IISWC, RC, Datia. The requirement of manpower for contract work may increase or decrease according to actual requirement of the Centre/Projects, as the requirement is on at the time of placing the order by Farm Advisory & Farm Produce Disposal & Fixing Price (including of Product and Services) Committee/ Farm Office/ Office on monthly/quarterly basis. The requirement shown in scope of work is tentatively, as it is depending upon the seasonal requirement, availability of budget of Institute/Projects, work basis etc. The manpower deployed by the agency on job-work basis should work as per the working days, timings, and requirement of the ICAR- IISWC, R.C., Datia. The Centre does not bind itself to assure some minimum amount of work in any month or in any year.
3. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the ICAR- IISWC, R.C., Datia shall have no liability on this account in any manner.
4. Firm shall ensure that all persons deployed at ICAR- IISWC, R.C., Datia premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
5. The ICAR- IISWC, R.C., Datia shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ICAR- IISWC, R.C., Datia.
6. The Agency/Firm shall display a copy of license promptly at the work premises.
7. **3% of the total value of contract must be deposited by the firm as Security Deposit (Performance Security)** in the form of Payee Demand Draft/ Banker's Cheque/ Bank Guarantee/Fixed Deposit Receipt or as per GeM from any of the commercial banks in an acceptable form in favour of “Head, CSWCRTI, DATIA” payable at SBI, ADB Branch, Datia. In the event of non-deposition of the same, the earnest money will be forfeited and contract will be cancelled. It is also mentioned firms which are exempted from EMD are not exempted from Security deposit.
8. No interest on Security deposit (Performance Security)/EMD (Security Bid) shall be paid by the ICAR- IISWC, R.C., Datia to the tenderer.
9. The Firm shall furnish a detailed list of his employee's Name, Father's Name, Age, Address, Aadhar No., EPF No., ESIC Number deputed by him in Institute along with photo identity to the Farm Office/Officer-in-Charge (Farm), Security Section and Head of Office of the Centre. The workmen/staff shall be deployed in the Centre at the designated places and as per requirement of Institute. Any change in staff must be informed to the concerned Officer of the Centre, immediately. The Firm and all his workmen shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Institute.
10. **Wages** to be paid to the contractual manpower will be as specified in tender document which will be reimbursed to the Firm on submission of the bill. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESIC in respect of personnel deployed by it to this office. Any change in Minimum wages, EPF, ESIC etc. of contract labours is to be paid to the Firm by the

ICAR-IISWC, R.C., Datia for the payment of contract labours. Minimum wages, VDA, EPF, ESIC as per GOI, Ministry of Labour and Employment, Office of the Chief Labour Commissioner (C), New Delhi and Rajasthan Govt. (whichever is higher) for the worker engaged in Agriculture and payable by ICAR-IISWC, R.C., Datia to Firm for payment to contract labour. No request for alteration in the service charge rates during contract period.

11. Payment for service contract will be made to the firm monthly upon submission of pre-receipted bills, after making payments to the concerned worker and departments i.e. EPF/ESIC etc. through RTGS/NEFT/Net Banking only. Firm will clearly mention the Wages, VDA, EPF, ESIC, Service Charge/ profit margin per person (it includes all other liabilities) in the bill. Payment will made to the firm within 2 weeks after submission of bills. GST, if applicable in this contract will be paid by ICAR-IISWC, R.C., Datia to the Firm on production of documents.
12. For proof of payment to the contract worker, Firm must enclosed his bank details statement that cheque debited in their bank account along with the worker's list to whom the payment will made. Payment of the wages to the persons deployed by the Agency/Firm will be made through RTGS/NEFT/Net Banking only on or before 7<sup>th</sup> day of each month to the account of contractual worker and copy of payment sheet duly signed by authorized signatory of the Agency/Firm should be made available to the Indenting Officer/Farm Office, IISWC, RC, Datia every month before verifying the monthly bill, failing which punitive action against the firm will be taken at the discretion of the Head, ICAR-IISWC, R.C., Datia. Firm must ensure that payment will be made to the worker every month and it should not be linked with Institute payment.
13. Submission of Bills along with ECR for EPF/ESIC payment to firm workers separately without mixing the same with other organization, failing which the bills will not be entertained. The Firm offered the contract will have to maintain an Attendance Register and all records and provided the attendance list of the workers engaged for IISWC, RC, Datia along with bills.
14. All the workmen/staff to be provided by the firm shall be on the pay roll of the contracting firm and they will not be treated as staff of the IISWC, RC, Datia for any purpose. Their Wages, EPF, ESIC and other statutory liabilities of contract labour are as per rules of the Government and shall be the sole responsibility of the Firm.
15. The Firm 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 strictly as per minimum wages, VDA Central/State, whichever is higher, EPF, ESIC and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The Firm shall indemnify and IISWC, RC, Datia will not be responsible for 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 Head, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia shall be final and binding on the Firm.
16. The Firm has to agree and undertake to bear all taxes (Other than GST), rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or authority. The Firm has to furnish such proof of payments or compliance of the obligations including Registration Certificate from the labour department and Clearance Certificate etc. as may be required by the Centre from time to time.
17. TDS shall be deducted from the monthly bills as per the rules of the Govt. of Rajasthan or Govt. of India or as per rules/ instructions made applicable from time to time by government.
18. The agency shall provide the necessary personnel (qualified/experienced according to work required) as per requirement of IISWC, RC, Datia as per labour acts prevalent in State/ Central. (for kind reference: The Gazette of India Part II- Section-3- Sub-section (ii) No.173, New Delhi Thursday, January, 2017/ PAUSA 29, 1938 under Agriculture). For the purpose of conducting this Job work/ Contract through service provider, the agency shall employ good and reliable persons with robust health. They should also possess quality of pleasant behavior, obedience and should be Non-Smoker/Non-Gutkha/ Pan eaters. In case any of the personnel so provided is not found suitable by the IISWC, RC, Datia, the IISWC, RC, Datia shall have the right to ask for his replacement without giving any reason thereof and the agency on receipt of a written/oral communication will have to replace such persons immediately. The Firm must employ adult labour only, employment of child labour will lead to the termination of the Contract including other punitive action as deem fit.
19. The Firm/ firm must ensure that his entire staff observe cleanliness and are properly dressed with identity cards during service hours. The firm shall incur the cost of I-Card to workmen/staff.
20. The Firm will have to maintain an Attendance Register and the same shall be made available (as and when required) to the concerned HOD/In-charge Section/PI/Nodal Officer/OIC Farm/Farm Supdt. under whom the services will be provided. The worker deployed by the firm for the work required should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave/weekly rest under intimation to this office. The worker provided should also maintain discipline in the premises of Institute. If the contractual staff deployed by the Firm is found not on duty for the prescribed working hour, punitive action at the discretion of authority will be taken against the Firm. The IISWC, RC, Datia reserves the right to reject any particular workman employed by the Firm under contract with it without assigning any reason thereof. Such staff will have to leave the campus within a short notice and will be replaced by the suitable substitute. The personnel to be deployed will also be given paid weekly off as per provision of labour laws.

21. No advance or part payment will be made unless otherwise agreed by the competent authority. Payment shall be made electronically only within a reasonable period after completion of the service/work as per tender terms and conditions and after satisfactory verification of the work by the concerned Division/Section In-charge/ Unit of the Institute assigned for supervision of this work. Bank Account details for making e- payment must be provided along with the Bill.
22. The tenure of the Contract will be initially for a period of 12 months which may increase or decrease depending upon the performance of the Firm at the discretion of the Head which is binding on the part of the Firm. The Head, IISWC, RC, Datia reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the IISWC, RC, Datia, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
23. The Firm/ firm shall attend day-to-day complaints and maintain register for the same. The contract work shall have to be as per the entire satisfaction of the institute authority and it shall be open to verification by the authorized officer/ Committee of IISWC, RC, Datia for the purpose. All complaints should be immediately attended by the firm.
24. Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, IISWC, RC, Datia shall cancel the contract and forfeit the performance security.
25. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the IISWC, RC, Datia on account of any failure to comply with the obligations under various laws or damage to IISWC, RC, Datia due to acts/omissions of Firm.
26. It is also agreed that under no circumstances, the employees/workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IISWC, RC, Datia and the firm alone shall be responsible for their remuneration, wages and other benefits. etc. Firm shall indemnify and keep indemnified the IISWC, RC, Datia 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.
27. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./Rajasthan State Govt. as applicable relating to this contract.
28. The firm shall not transfer its right or sub-contract to any one else.
29. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
30. The Centre shall have the right to withhold any reasonable sums from the amounts payable to the Firm under this contract, if the Firm commits break of any of the terms and conditions to the satisfaction of the Centre and if the quality performance of contract with regard to Annual Job/Work Contract for providing **"Watch & Ward Services for crop protection on Job Contract"** Job Contract-work contract for hiring staff through service provider are found unsatisfactory, the Centre shall have the right to terminate this agreement. (a) The agreement shall be terminated without notice on gross violation or by efflux of time or it may be terminated on account of un-satisfactory services by two months notice at the option of the Centre. The Firm shall also have the option to terminate the agreement after giving two months notice to the Institute. On termination of contract by the Institute for any reason whatsoever, the Centre shall be entitled to engage the services of any other person, agency or Firm to meet the requirements without prejudice to its rights including claim for damages against the Firm. (b) On Firm being declared insolvent by competent Court of Law.
31. During the contract period the Centre will not be responsible for any miss happening of contractual labour like any accident/injury/disease (including death), It will be fully responsibility of the Firm for compensation of any claim etc. during the contract period or later on awarded by any Court/Tribunal/Arbitrator etc.
32. 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, diligence and honesty.
33. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by IISWC, RC, Datia in any manner. Firm/ contractor will ensure the Insurance of all labours engaged by the contractor/ firm at IISWC, RC, Datia.
34. The terms and conditions as stipulated in the tender documents and mentioned in the agreement shall be part of the agreement.
35. **Personal Supervision:** It will be the Firm's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him/her and their staff.
36. **Dispute Resolution Mechanism (Arbitration):** If any dispute or difference arises between the IISWC, RC, Datia & the Firm/firm relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the IISWC, RC, Datia or the Firm/firm may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence

thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by Head, IISWC, RC, Datia on behalf of the Secretary, ICAR & the procedure to be followed in this respect will be as per the Indian Arbitration & Conciliation Act, 1996. There will no objection to any such appointment that the arbitrator so appointed as a Govt. Servant or servant of IISWC, RC, Datia that he had to deal with the matters to which the contract relates and that in the course of his duties as Govt. Servant IISWC, RC, Datia he had expressed view on all or any of the matter in dispute or difference. In the events of the arbitrator to whom the matters is originally referred being transferred or vacating his office or unable to act for any reason the Competent Authority appoint another person with the reference from the stage it was left by his predecessor. The venue of the arbitration shall be the place from where the contract is issued.

37. **Jurisdiction:** All question, dispute or difference under our or in connection with the tender shall be subject to exclusive jurisdiction of the court within the local limit of whole jurisdiction at Datia. **Risk Clause:** IISWC, RC, Datia reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Performance Security or pending bills or by raising a separate claim.

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

If the contractor does not provide more than 90% of the required no. of labours on any day without valid justification, then Rs.500/- will be deducted per day from the contractor. Also, if the contractor fails to make payment of wages to its workers on time i.e. by the 7<sup>th</sup> of each month, then a penalty at the rate of Rs. 5/- per worker per day of delay of payment of wages will be made from the contractor's service charges of the month.

In case of any loss or damage done to the property/animal of the Centre attributable to the personnel for the firm, the full damages will be recovered from the firm.

The decision of the Head, IISWC, RC, Datia shall be final and binding on the Firm/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm/ proprietor/ partner authorized sign)

With signature & Seal

Name & Address of Witness with phone number 1. \_\_\_\_\_

2. \_\_\_\_\_

**Bid Securing Declaration Form**

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

Tender No.\_\_\_\_\_

To(Insert complete name and address of the

purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, may /our Bid during the period of bid validity specified in the form of bid:or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (I) fail or reuse to execute the contract, if required or (II) fail or refuse to furnish the Performance Security, In accordance with the Instruction to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (I) the receipt of your notification of the name of the successful Bidder; or (II) thirty days after the expiration of the validity of my/our Bid.

Signed: (Insert signature of person whose name and capacity are shown)  
In the capacity of (Insert legal capacity of person signing the Bid Securing

Declaration) Name: (Insert complete name of person signing the Bid Securing

Declaration)

Duly authorized to sign the bid for an on behalf of (Insert complete name of Bidder)

Dated on\_\_\_\_\_day of \_\_\_\_\_(Insert date of  
signing) Corporate Seal (Where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

