



भा.कृ.अनु.प-केन्द्रीय उपोष्ण बागवानी संस्थान ICAR-Central Institute for Subtropical Horticulture



रहमानखेडा, डाकघर – काकोरी, लखनऊ 226 101

Rehmankhera, Post- Kakori, Lucknow 226 101

F.No.M-2-8/2021-2/Horticulture

Date:11.02.2022

Tender Notice

Director, ICAR- CISH invites online tenders (**Tender Id : 2022_DARE_673173_1**) in Two Bids System through e-tendering from the established and registered agencies with a proven track record in any field of performing Agricultural/Horticulture Field / Farm / Laboratory works / Operations/Manpower outsource for annual job/ work/ service contract at ICAR-CISH, Rehmankhera, Lucknow & its campus at R.B.Road Campus, Telibagh, Lucknow, Regional Research Station, and Krishi Vigyan Kendra at Malda (WB.).

Eligible agencies may submit their tenders / bids online on CPP Portal (www.eprocure.gov.in/eprocure/app) from 11.02.2022 to 10.03.2022 upto 4.00 PM. Tenderers are required to submit all the documents online and documents available in online submission only will be considered for bid evaluation. Details can be obtained from www.cish.res.in also.

Sujat
11/02/2022
Sr. Administrative Officer



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F.No.M-2-8/2021-22/Horticulture

Date: 11 .02.2022

INVITING ONLINE BIDS THROUGH CPP PORTAL

The Director, ICAR-CISH, Lucknow invites online bids through CPP Portal (www.eprocure.gov.in/eprocure/app) for Horticulture Field Work at ICAR-CISH, Rehmankheda, Lucknow & its campus at R.B.Road Campus, Telibagh, Lucknow, Regional Research Station, and Krishi Vigyan Kendra at Malda (WB.).

INSTITUTE PROFILE

ICAR-CISH, a premier institution of horticulture science under Indian Council of Agricultural Research, a Central Autonomous Body having headquarters at Rehmankheda, P.O. Kakori, Lucknow. The institute is approx. 30 km from Lucknow city on Hardoi Road and there are approx. 160 working staff consisting of Scientist, Administrative, Technical, Supporting, Research fellows/ professionals and contract workers.

R.B.Road Campus, Lucknow

ICAR-CISH has its one campus in Lucknow city in the Lucknow Cantonment area near Telibagh where residential quarters, Model Nursery Farm and guest house are located.

ICAR-CISH-RRS, Malda (WB) and ICAR-CISH, KVK Malda

ICAR-CISH has its Regional Research Station and Krishi Vigyan Kendra at Madhava Nagar, Vishwanath Mod, near Golden club, Malda, West Bengal-732103.

CRITICAL DATE SHEET

Date and time for Issue/Publishing	03:30 PM on -- 11.02.2022
Document Download/ Start Date and Time	04:00 PM on -- 11.02.2022
Bid Submission Start Date and Time	11:00 AM on -- 21.02.2022
Bid Submission End Date and Time	04:00 PM on -- 10.03.2022
Date & Time for Opening of Technical Bid	02:30 PM on -- 11.03.2022
Date & Time for Opening of Financial Bid	Will be intimated later on.
Pre Bid Conference *	11:30 AM on -- 18.02.2022 at ICAR-CISH, Rehmankhara Campus, Lucknow.
BID VALIDITY	90 days from the date of Technical Bid opening
EMD	Rs. 1,20,000/- (Rupees One lakh twenty thousand only) in the form of Demand Draft in favour of ICAR Unit CISH payable at Lucknow.
EMD VALIDITY	90 days from the date of Technical bid opening
SUBMISSION OF BIDS	Online bids (both Technical & Financial) uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app) only will be considered for technical evaluation. Requested to submit a hard copy to Sr. Administrative Officer, ICAR-CISH, Rehmankhara, Post- Kakori, Lucknow-226101 on or before bid closing date, only to facilitate tender evaluation. However it is to be noted that documents available in online submission only will be considered for bid evaluation
Details of tender	Tender Documents is also available on ICAR-CISH, Lucknow website: www.cish.res.in



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-Sd-

Sr. Administrative Officer

**TENDER FOR HORTICULTURE FIELD WORK AT ICAR-CISH, REHMANKHERA,
R.B.ROAD CAMPUS, LUCKNOW AND ICAR-CISH-RRS, MALDA (WB)**
(Certificate to be submitted by the bidders)

To,

DIRECTOR
ICAR-Central Institute for Subtropical Horticulture,
Rehmankhera,
Kakori, Lucknow-226 101

Sir/Madam,

We have read all the particulars of Instruction to Bidder (I.T.B.) & General Conditions of the Contract (G.C.C.) for HORTICULTURE FIELD WORK AT ICAR-CISH, REHMANKHERA, R.B.ROAD CAMPUS, LUCKNOW AND ICAR-CISH-RRS, MALDA (WB) and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates proposed by me in this Tender.

We understood these terms and conditions of the contract and shall provide the best services strictly in accordance with requirements laid down. **I have attended the pre-bid meeting held on 18.02.2022 at ICAR-CISH, Rehmankhera, Lucknow and noted the amendments/modification in tender documents.**

We hereby undertake that we have not been blacklisted or suspended for Horticulture Field related Works any time anywhere by any authority.

I/We hereby undertake that every document of the tender/bid is genuine and not tempered with and bear the signature and the office seal of our authorized representative or office bearer.

Yours faithfully,

Signature & Seal of the Tenderer

Name:-

Office Address :-

Telephone No.

E-mail:

Website:

Instruction to Bidder (ITB)

1.	An earnest money (EMD) of Rs.1,20,000/-(Rupees One lakh twenty thousand only) must be deposited in the form of Demand Draft/Pay Order in favour of 'ICAR unit-CISH' and payable at Lucknow. The firm has to submit the original Demand Draft/Pay order in the Institute well before the last date of applying for the bid. The original Demand Draft/Pay order may also be sent through post to 'Sr. Administrative Officer, ICAR-CISH, Rehmankhara, Post- Kakori, Lucknow-226101'. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the Draft/Pay order number and date, failing which the Tenders will not be opened. The agencies (MSMEs) which are exempted from submission of EMD, should upload a valid bid exemption certificate to this effect. The Tenders will not be considered if earnest money/exemption certificate is not submitted with the Tenders. Also upload the copy of Draft/EMD exemption certificate in CPP portal. The EMD shall be refunded to unsuccessful firms without paying any interest by the ICAR-CISH.																																														
2.	The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the Institute.																																														
3.	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. The Director reserves the right to accept or reject any or all the tenders.																																														
4.	The Firms require to submit copies of the following documents:- Copy of Firms registration, GST, PAN Card, Registration with EPFO, ESIC. Details and all relevant documents as per technical bids requirements and these will be uploaded by the bidder in the CPP portal while applying for the bid.																																														
5.	<p>Instruction for online bid submission: As per the directive of the Government, the tender document has been published on the CPP Portal.</p> <p align="center"><u>List of documents to be attached with the tender</u></p> <table border="1"> <thead> <tr> <th></th><th></th><th>Yes/No</th><th>If yes, Page No.</th></tr> </thead> <tbody> <tr> <td>1</td><td>Copy of PAN Card of the company/Firm</td><td></td><td></td></tr> <tr> <td>2</td><td>Copy of GST registration</td><td></td><td></td></tr> <tr> <td>3</td><td>Tender Form duly signed</td><td></td><td></td></tr> <tr> <td>4</td><td>EMD amounting to Rs.1.20 lakhs (Rupees One lakh twenty thousand Only) in the form of Demand Draft/Pay order in favour of ICAR-UNIT CISH payable at Lucknow.</td><td></td><td></td></tr> <tr> <td>5</td><td>Bid form and price schedule</td><td></td><td></td></tr> <tr> <td>6</td><td>Technical Specification</td><td></td><td></td></tr> <tr> <td>7</td><td>Managerial capability & financial soundness to carryout Horticulture Field Work.</td><td></td><td></td></tr> <tr> <td>8</td><td>Duly completed Questionnaires</td><td></td><td></td></tr> <tr> <td>9</td><td>List of the customers/clients served during last three years with postal address telephone no. and e-mail/Mobile No.</td><td></td><td></td></tr> <tr> <td>10</td><td>Registration/enlistment of the firm under company Act/ Shop &</td><td></td><td></td></tr> </tbody> </table>					Yes/No	If yes, Page No.	1	Copy of PAN Card of the company/Firm			2	Copy of GST registration			3	Tender Form duly signed			4	EMD amounting to Rs.1.20 lakhs (Rupees One lakh twenty thousand Only) in the form of Demand Draft/Pay order in favour of ICAR-UNIT CISH payable at Lucknow.			5	Bid form and price schedule			6	Technical Specification			7	Managerial capability & financial soundness to carryout Horticulture Field Work.			8	Duly completed Questionnaires			9	List of the customers/clients served during last three years with postal address telephone no. and e-mail/Mobile No.			10	Registration/enlistment of the firm under company Act/ Shop &		
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		Establishment Act or other acts.			
	11	Minimum turnover of the firm not less than Rs. 2.00 Crore every year during the last three financial year.			
	12	Certified Balance Sheet of the firm for last three year of the service contract by the Chartered Accountant.			
	13	Certified copies of the satisfactory services where the Tenderer have provided or is Providing the services for the last three years.			
	14	Copies of Registration/ License from Labour Department.			
6.	Each column/ blank be filled properly and every papers/documents enclosed with bid must be signed /stamped by the authorized signatory of the firms/Company.				
7.	Instructions to Bidders (ITB) and General Condition of Contract (GCC) may not be sent along with tender and these may be retained by bidders for their information and reference.				
8.	Care has been taken to avoid contradiction between stipulation in the ITB, GCC and those in the other sections of the bidding documents. But wherever contradiction arises, if any, stipulations contained in the Schedule of requirements shall prevail				
9.	This bidding process through CPP (www.eprocure.gov.in/eprocure/app) consists of Two Bid systems i.e. Technical Bid and the Financial Bid. Supporting documents to prove the eligibility is mandatorily required based on which the evaluation of Technical Bid will be made. In case, any of the mandatory information is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Hard copy submitted for this purpose will not be considered and the scanned copies should be legible and properly scanned, else the same is also liable to be rejected Financial Bids of only those firms whose Technical Bids are found responsive will be opened on specified date/time.				
10.	The Institute shall award the contract to the responsive bidder whose service charge is the lowest in the fixed service charge cutoff. However, Bids from the agency quoting NIL service charge will be rejected. In case more than one agency quotes the same service charge, the agency having highest annual average (of three years) turnover will be selected. If still there is tie, the agency's year of incorporation will be considered (oldest one will be awarded the contract)				
11.	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 spell schedule and the special terms and conditions detailed in the Tenders forms and its schedules. Please submit your rates in the BOQ if you are fulfilling GOI norms and in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.				
12.	The bidders are being permitted to give bids in consideration of the stipulations on his part that after submitting his bids, he will not rescind from his offer or modify the terms and conditions thereof.				
13.	The Schedules of the Tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the Tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the Tenders.				
14.	It has been noticed that sometimes the tenderer quote un-workable service charges vis-à-vis scope of work, resulting in either unsatisfactory performance or injustice to the workers by not getting their due minimum wages along with other statutory charges. It may therefore, be ensured that the service				

	charges of the firm must be indicated separately in the financial bid.
15.	If Tenderer does not accept the offer, after issue of letter of award by ICAR-CISH within 15 days, the offer made shall be withdrawn & will be suspended for the one year from the date of debarment to participate in any bids to the Institute specified in the tender documents.
16.	In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, 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 shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.
17.	The Institute is not bound itself to accept the lowest or any other Tenders and also reserve to itself the right of accepting the Tenders in whole or in part of the Tenders. You are however at liberty to Tender 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.
18.	An amount of 3% of total annual contract value will have to deposit as a performance security by the Selected Agency/Successful Tenderer only after receiving a communication from the institute.
19.	The GST or any other tax on material/service in respect of this contract shall be payable by contractor as per GOI rules and Institute will not entertain any claim whatsoever in this respect The GST registration No. along with TIN No. must be invariably mentioned as well as in the bills for payment. The Income tax or any other tax which is as per the rule of the Govt. of India and state of UP and other statutory bodies shall be paid by the agency itself to the concerned department. Institute will deduct only TDS @ prescribed rate from the monthly bills of the successful tenderer as per the rule/ instructions made applicable from time to time by Government against which necessary Form-16 A will be issued. However, GST is not applicable to Agricultural/Horticultural work.
20.	Director, ICAR-CISH 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.
21.	Decision of Director, ICAR-CISH will be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director ICAR-CISH, Lucknow. The decision of the sole arbitrator so appointed by the Director ICAR-CISH, Lucknow shall be final and binding on the parties.
22.	Acceptance by the Institute will be communicated by e-mail/letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the letter, e-mail. should be acted upon immediately.
23.	The contract will be initially for a period of one year. The period of contract may be changed, as per the discretion of the competent authority and can be extended for further periods for mutually agreed duration, as per the requirement of the Institute on terms and conditions as mutually agreed upon.
24.	This Institute implements provisions of the RTI Act 2005. The information provided is liable to be disclosed.
25.	Successful bidder need to abide by all the provisions of the Minimum Wages Act and /or other Labour acts in force on tenderer in providing services to the Institute.
26.	The ESI and EPF acts as applicable will also have to abide by the successful tenderer. On payment challan with the monthly bills, else. The tenderer will have to submit the ESI and EPF of the staff working in the Institute and also submit the receipts on account of deposit of the money in the office of ESIC and EPFO in respect of contract persons working at the Institute. In case of non submission of these document, the appropriate action can be taken against the firm and the contract may also get cancelled.
27.	The wages to be provided by the contractor to the staff will be governed by the Central Govt. Minimum Wages Act as revised from time to time.

28.	Execution of the work will start by the successful tenderer only after completion of all the codal formalities, like signing of agreement on Rs.100.00 Non-Judicial Stamp paper, deposit of Performance Security i.e. 3% (three percent) of total contract value. [Calculation on the basis of approximate 1 (One) year contract value].
29.	The contractor should submit monthly and quarterly return of GST as charged by him from the Institute, failing which the amount paid for GST will be withheld from monthly bills (if applicable).
	<u>GENERAL CONDITIONS OF THE CONTRACT (GCC)</u>
1.	The outsourcing for services at ICAR-CISH Rehmankhara, R.B. Road Campus, Lucknow and malda separately shall have to be undertaken without causing any damage to the Institute properties. In case, any damages is caused by the workers deployed by the contractor to do the work, the same shall be recovered from the contractor, and the total damage will be estimated by the Director, ICAR-CISH, Lucknow and contractor shall agree for recovery of the same.
2.	Scope of work: The scope of work as defined in Annexure-II. Any other minor work may be assigned by the competent Authority without any extra payment.
3.	The CISH will supply water at selected site free of cost. However, contractor will make his own arrangements for distribution of water from the point of supply. All essential minor instruments of work, expert manpower and workers have to be arranged at his end and cost. All the major equipments/ implements shall be provided by CISH.
4.	All minor maintenance tools, uniform to the workers will be provided by the Contractor as per requirement, at his own cost.
5.	Transportation: The contractor shall make his own transportation arrangements for all the workers. No extra charges will be paid by ICAR-CISH.
6.	The contractor shall not sublet the work without prior written permission of the Institute.
7.	The Services shall have to be provided for the entire locality of the Institute premises at ICAR-CISH Rehmankhara, R.B. Road Campus, Lucknow AND ICAR-CISH-RRS, KVK, MALDA (WB)
8.	The agency shall employ good and reliable persons with robust health and clean record preferably within the age group of 21 to 50 years. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons therefore and the agency shall on receipt of a written communication, will have to replace such persons immediately. <u>The workers engaged by the contractor should not be removed without the prior permission of this Institute.</u>
9.	The rates may be quoted for ICAR-CISH, Lucknow should include cost of each and every item including transportation cost, manpower cost etc. The EPF and ESI will be paid against the submission of bill with details of statutory deposits made by the firm in the name of engaged workers. The Institute shall not bear any other extra charge on any account whatsoever i.e Uniform charges, OTA etc.
10.	Contractor shall have to provide ID cards to each of the employee which would be valid for seeking entry to the premises. The workers have to display identity card as and when they enter into/out ICAR-CISH, Lucknow.
11.	The contractor will discharge all his legal obligations in respect of the workers to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director of the Institute shall be final and binding on the contractor.
12.	The selected contractor shall provide the necessary personnel for providing above services separately at ICAR-CISH, Rehmankhara, R.B. Road Campuses, Lucknow and ICAR-CISH,RRS, Malda (WB) as per labour act provisions prevalent in Govt. of UP/GOI.

13.	No accommodation/no living place will be provided by the Institute to the personnel deployed by the agency.
14.	The performance security shall be in Indian Rupees and shall be in one of the following forms: a. Demand draft/Pay order from any scheduled Bank to be drawn in favor of ICAR Unit –CISH payable at Lucknow b. Fixed Deposit Receipt issued by scheduled Bank. c. Performance Bank Guarantee from Scheduled Bank in the prescribed form to be provided by the Institute. d. Insurance surety Bond
15.	The performance security will be kept by the ICAR-CISH and it will return to the contractor on completion of ICAR-CISH contractual obligation satisfactorily without interest.
16.	Payment for Services rendered will be made upon monthly submission of pre-receipted bill. Within 30 days from the date of presentation of bills.
17.	The contractor shall make payment of wages in accordance with Minimum Wages Act by RTGS/NEFT/online mode/Cheque to the personnel engaged by him by 7th of the following month in the premises of ICAR-CISH in the presence of an officer designated for the purpose by the competent authority ICAR-CISH shall certify the disbursement of wages to each labourer as per contract Labour (Regulation and Abolition) Act, 1970 so that there is no disruption in the performance of duties of deployed personnel. Wages should be paid according to the Minimum Wages Act GOI rates and together with statutory Acts applicable by Govt. of India/UP from time to time. ICAR-CISH reserves the right to check periodically the status of the payment of wages made by him to personnel deployed.
18.	The contractor shall submit the bills after completion of each month preferably before 10th day of month. The bills shall be supported with the copy of acknowledgement of payment of wages slip,,Bank slip for the month & challans of deposits of EPF, ESI & GST (if applicable) etc. of previous month. The payment will be made through e-payment as per instructions of Ministry of Finance, Government of India order no. 1(1)/2011/TA/292, dated 31.03.2012. In case, the prescribed jobs are not completed to the satisfaction of the authorities, suitable deductions shall be made from the payment at the discretion of Director, ICAR-Central Institute for Subtropical Horticulture, Rehmankhara, Lucknow whose decision will be final and binding on the contractor.
19.	Under no circumstances, the workmen of the Contractor shall be treated, regarded or considered or deemed to be the employees of the ICAR-CISH and the Contractor alone shall be responsible for their remuneration /wages and their benefits service conditions and welfare of all the workers deployed by the agency/contractor and shall indemnify against any claims may arise in respect of the workers act/commission leading to the losses to ICAR-CISH by the personnel deployed by the Contractor.
20.	Any compensation for disengagement on account of death, disability of any workers provided for deployment in the Institute campus (working hours), even if such disability manifests after the termination of the contract shall be contractor's exclusive liability. The contractor should insure the person engaged by him for job contract work at ICAR-CISH, Lucknow for all coverage of causality, death or accident.
21.	The contractor is wholly responsible to provide the personnel in the Institute premises and if any accident/untoward incident happen, on account of improper workmanship with the concerned person during duty, the whole responsibility for settling the case with police/court lies with the contractor.
22.	Under no circumstances, the Institute shall be made liable for additional monetary involvement other than what has been mutually agreed upon. In case of contingencies, the one part/first party herein ICAR-CISH, Lucknow will have the right to terminate this agreement forthwith without notice and will not be liable to any damages and/or loss which may be suffered by the Contract Agency on account of termination of this agreement.
23.	If any question or dispute arise between the parties hereto or their representative with respect to the meaning or effect of any clauses of this agreement or about the right of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the ICAR/ICAR-CISH; his award shall be binding on both the parties hereto

24.	This agreement shall be enforceable in Courts situated at Lucknow, U.P. Any suit or application for enforcement of the above shall be filed in the competent court at Lucknow and no other court of any other district of U.P. or outside U.P. shall have jurisdiction in the matter.
25.	The worker deployed by the contractor shall not develop social relationship with Institute Staff.
26.	The workers engaged by contractor on job contract will not be on payroll of the ICAR-CISH, Lucknow and will not be entitled to any benefit as applicable to the employee of ICAR.
27.	Failure to Exercise Institute's rights: Any omission on the part of ICAR-CISH at any time to exercise any of its rights under the terms of the contract shall in no way impair or affect the validity of the terms and the rights of ICAR-CISH to enforce its rights at any time subsequently.
28.	Contract period: This agreement with successful Contracting firm/Contractor shall be enforced for a period of 12 months from the date of execution of the contract. The period of contract could be changed, which is, as per the discretion of the competent authority and can be extended for a further justifiable duration as per requirement of the Institute on such terms and conditions as mutually agreed upon.
29.	Summary Termination of the Contract: In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the Institute's property branch of contract etc. by the Contractor or by any workmen/staff or agent of the Contractor, ICAR-CISH may forthwith terminate this Contract summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against ICAR-CISH.
30.	Contractor to vacate the site on Termination/Expiry: Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover all articles, furniture and fixtures belonging to ICAR-CISH entrusted to its custody and shall remove all its stores and effects. In case of default, ICAR-CISH shall be entitled to enter into the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.
31.	In case the contractor or any of his workmen/staff fails to fulfill their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever he shall be liable for imposition of financial penalty without prejudice to his other rights and Institute shall be entitled to deduct such damages from the amount payable to him.
32.	The Contractor shall provide every other necessary items required/related to the job/work performed, to the workers engaged, except the items mentioned in the bid documents.
33.	Penalty clause/Liquidated damages clause: a. That the contractor shall be responsible for the faithful compliance of the work award. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the Security deposit. b. An amount of Rs.1000/- (Rupees One thousand) will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark at any point and it will be brought to the notice of supervisory staff of the firm by Institute and if no action is taken, liquidated damage clause will be invoked. c. Any misconduct/misbehavior on the part of manpower deployed by the agency will be viewed seriously leading to termination of contract.
34.	The number of contract workers can be increased / decreased during contract period as per actual need of the Institute.
35.	The Director, ICAR-CISH reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, ICAR-CISH shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

-Sd-
Sr. Administrative Officer
ICAR-CISH, Lucknow

ESSENTIAL TECHNICAL CRITERIA CHECK-LIST

S.No.	Company/Firm Profile	Yes/No	If yes, Page No.																
1	EMD amounting to Rs.1.20 lakhs (Rupees One lakh twenty thousand Only) in the form of Demand Draft/Pay order in favour of ICAR-UNIT CISH payable at Lucknow, or valid exemption certificate in case of MSME																		
2	Name of the Company/Firm and Complete registered address, Legal Status (Individual, Proprietary firm, Limited Company or Corporation, Partnership Firm)																		
3	<p>Continuous experience of last 03 financial years for (2018-19, 2019-20, 2020-21) HORTICULTURE FIELD WORK AT ICAR-CISH, REHMANKHERA, R.B.ROAD CAMPUS, LUCKNOW AND ICAR-CISH-RRS, MALDA (WB) for at least 60 persons in Central Gov. offices/state govt offices/Public Sector Organization /Autonomous Body/University/reputed private company etc.:-</p> <table border="1"> <thead> <tr> <th>S.No.</th><th>HORTICULTURE FIELD WORK provided at</th><th>Period From- to</th><th>Nature of service pre provided.</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S.No.	HORTICULTURE FIELD WORK provided at	Period From- to	Nature of service pre provided.														
S.No.	HORTICULTURE FIELD WORK provided at	Period From- to	Nature of service pre provided.																
4	<p>Minimum turnover of the firm not less than Rs. 2.00 Crore every year during the last three financial year. The Turnover should be certified by Registered Chartered Accountant :-</p> <table border="1"> <thead> <tr> <th>Financial Year</th><th>Turnover</th></tr> </thead> <tbody> <tr><td>2018-19</td><td></td></tr> <tr><td>2019-20</td><td></td></tr> <tr><td>2020- 21</td><td></td></tr> </tbody> </table>	Financial Year	Turnover	2018-19		2019-20		2020- 21											
Financial Year	Turnover																		
2018-19																			
2019-20																			
2020- 21																			
5	<p>Satisfactory services report of last 03 financial years(2018-19, 2019-20, 2020-21) for Horticulture Field work in Central Govt. offices/state govt. offices/Public Sector Organizations/ Autonomous Body /University/reputed private company etc. The satisfactory certificate should be on letterhead of the organization and verifiable as per following table :-</p> <table border="1"> <thead> <tr> <th>S.No.</th><th>Horticulture Field work provided at</th><th>Period From- To</th><th>Contact Persons name phone, e- mail etc.)</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S.No.	Horticulture Field work provided at	Period From- To	Contact Persons name phone, e- mail etc.)														
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6	Registration No., Address of the Firm		
7	PAN / TAN/TIN / certificate and No.		
8	GST Registration No.		
9	(a)Registration of EPFO. (b) Registration with ESIC.		
10	Copy of License from Labour Deptt., if any.		
11	Pre-bid attending certificate*		

* It is compulsory for the bidders/authorized person to attend the pre bid conference on the said date and time, so that bidders may able to understand the actual work to be executed under this contract. The Pre-bid attending certificate will be issued to the firm on the date of pre-bid conference.

DECLARATION

I accept all the terms & conditions of the tender.

Date:_____

Signature and Seal of the Bidder

ANNEXURE-II

FINANCIAL BID TO BE FILLED IN BOQ AVAILABLE IN CPP

Providing HORTICULTURE FIELD WORK AT ICAR-CISH, REHMANKHERA, R.B.ROAD CAMPUS, LUCKNOW AND ICAR-CISH-RRS, MALDA (WB)

Details of work for ICAR-CISH, Rehmankhara and R.B. Road campuses

Code of Work unit*	Work description*	Work unit*	Man-days needed to complete one unit of work*	Total unit per annum to be carried out*	Unit rate (Rs) quoted by firm (Rate quoted will not be less than minimum wages issued by Ministry of Labour, for B category)	Total cost per annum (Rs.) quoted by firm
	A. Unskilled category works					
1	2	3	4	5	6	7
A.1	Bund cleaning with chopper	100 m	0.75-0.8	200		
A.2	Vegetable nursery raising in protrays and maintenance for 20 days	per 20 trays	5.5-6	50		
A.3	Land cleaning, preparation of field laying out of area, FYM application	100m ²	0.8-1	500		
A.4	Lab works/ field assistance of unskilled nature (Washing and cleaning of utensils, glass wares, equipment, petridishes etc collection of samples from field and their processing in lab, helping in other lab works, treatment application in experiments and laboratory maintenance works (these items of work may vary from lab to lab).	per day	1	3000		
A.5	Divisional works of unskilled nature such as cleaning of furniture, attending visitors and farmers, attending the scientists calls for messenger works, HoD works related duties etc	Per day	1	1500		

6 A.	Grass cleaning, soil digging, application of manure and fertilizer and mixing in the 25 cm trench and basin preparation of 25 cm height around the plant /basin					
	a) Radius 5 m	per basin	0.15-0.2	1000		
	(b)Radius 2.5 m	per basin	0.08-0.1	8000		
	(c)Radius 1 m	per basin	0.04-0.05	2000		
6 B.	Weeding, soil digging and basin making around plants					
	a) Radius 5 m	per basin	0.15-0.16	1000		
	(b)Radius 2.5 m	per basin	0.08-0.09	8000		
	(c)Radius 1.0 m	per basin	0.035- 0.04	2000		
A.7	Pit digging and refilling with soil, fertilizer and FYM /pit					
	a). 30 x 30x30 cm	per pit	0.04-0.05	500		
	b). 50 x 50 x 50 cm size	per pit	0.08-0.1	250		
	c). 1 x1 X 1 m size	per pit	0.30-0.33	100		
A.8	Tree spraying with pesticide using office tractor and tanker (tank filling, pesticide mixing and spray)					
	a). up to 20 feet height	100 trees	0.8-1	80		
	b). More than 20 feet height	100 trees	1.4-1.5	200		
A.9	Tree spraying with pesticides using back pack power sprayer of 20 feet height	100 trees	1.20-1.25	400		
A.10	Preparation of soil, pesticide and manure mixture and filling of poly bags					
	a). 25 x15 x7.5 cm size	100 bags	0.75-0.8	500		
	b). 15x20 cm size.	100 bags	0.65-0.7	500		
	c).15X 7.5 X4 cm size	100 bags	0.35-0.4	50		
A.11	Potting of seedling plants, gootee etc. in poly bags	100 bags	0.45-0.5	2000		
A.12	Collection of grass and mulching in basins					

	a). Up to 1m radius (6-inch thickness)	per basin	0.45-0.05	500		
	b). Up to 2.5 m radius (6 inch thickness)	per basin	0.06-0.062	1000		
	c)Up to 4 m radius (6-inch thickness)	per basin	0.09-0.1	1000		
A.13	Spot irrigation of plants (with tanker) in orchard	per 100 trees	0.018- 0.02	1500		
A.14	Loading and unloading of soil/ FYM and other materials in tractor trolley	per trolley	0.9-1	200		
A.15	Tree banding for mealy bug management	per tree	0.15- 0.02	6000		
A.16	Irrigation/ weeding and maintenance of potted plant	per 100 pots	0.15-0.2	100		
A.17	Bund repairing up to 1m width	100 m	0.45-0.5	100		
A.18	Bund making (50X 50 cm)	100 m	1.80-2	100		
A.19	Trench digging 50X50 Cm and side bund making	100m	1.80-2	5		
A.20	Maintenance of nursery: Weeding and cleaning of nursery plants inside and outside of poly house, Maintenance of root stock, shifting of plants for hardening and sale, care and maintenance of plants in ploy house and net house, helping in propagation works, irrigation etc	per day	2	600		
A.21	Maintenance of hydroponic poly house and related works: Cleaning of inside and outside of poly house, Maintenance of nutrient stock, care, trellising of plants , plant protection, harvesting, sending to sale, helping in propagation works, irrigation etc	per day	2	600		
A.22	Maintenance of intercrop: Irrigation through drip and sprinkler system, grass cleaning on and around intercrop field bunds, mulching, help in weighing and recording of data, and transportation of vegetables, crop residue removal etc.	per day	1	300		
A.23	Fruit bagging	per 100 bag	0.45-0.5	20		
A.24	Pruning of hedge with chopper/hedge shear	per 100 m	0.45-0.5	60		
A.25	Air layering in guava, litchi and lime	per 100 no	0.65-0.7	250		

A.26	Grafting /budding in fruit/ornamental crops (collection of scion included)	per 100 no	0.65-0.8	1500		
A.27	Miscellaneous works of unskilled nature as and when needed in farm, office, nursery, lab, estate including works at farmers' fields (the indenter will specify the work while giving indent)	Per day	1	1000		
A.28	Harvesting, weighing and transporting of fruits at sale site: Mango, Guava, litchi	per quintal	0.9-1	100		
A.29	Harvesting, weighing and transporting of vegetables at sale site	per 10 kg	0.015-0.02	200		
A.30	Pruning of perennial trees (3-5 years)	Per tree	0.09-0.1	1000		
A.31	Centre opening in big tree/ thick branch thinning and removing the cut woods	Per tree	0.15-0.2	500		
A.32	Maintenance of lawn, flower beds and pots etc and other beautification works					
	a) Rahmekhera main office	5500m	120-125	12		
	b) RB road office	750m	20-25	12		
A.33	Orchard ploughing using own tractor and implements	per ha	-	20		
A.34	Tree spraying with pesticide using own tractor and tanker (tank filling, pesticide mixing and spray)	Per tanker	-	200		
A.35	Mustard harvesting	per ha	7.5-8	8		
A.36	Mustard thresher hiring with tractor implement	per hour	-	50		
A.37	Mango/ guava orchard irrigation through tube well	per ha	1.85-2	50		
A.38	Unloading of rootstocks or grafted plants and placing them inside poly house or loading them in trolley/ trucks	per 100 plants	0.35-0.4	500		
	B. Skilled category works					
B.1	Highly skilled category work as and when needed for agricultural work/Horticultural work	Per day	1	200		
B.2	Skilled category work as and when needed for agricultural work (including Tractor driver for agriculture/Horticulture work)	Per day	1	300		

B.3	Semi skilled category work as and when needed agricultural work/Horticultural work	Per day	1	300		
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Details of work for ICAR-CISH, RRS Malda and ICAR-CISH, KVK, Malda, W.B.

Work unit code	Description of Work unit	Work unit	Estimated Man-days needed to complete one unit of work	Total work unit needed per annum at RRS, Malda	Unit rate (Rs) quoted by firm (Rate quoted will not be less than minimum wages issued by Ministry of Labour, for C category)	Total cost per annum (Rs) quoted by firm
	A. Unskilled category works					
1	2	3	4	5	6	7
A.39	Bund cleaning with chopper	100 m	0.75-0.8	200		
A.40	Vegetable nursery raising in protrays and maintenance for 20 days	per 20 trays	5.5-6	100		
A.41	Land cleaning, preparation of field laying out of area, FYM application	100m2	0.8-1	300		
A.42	Lab works/assistance of unskilled nature (Washing and cleaning of utensils, glass wares, equipment, petridishes etc collection of samples from field and their processing in lab, helping in other lab works, treatment application in experiments and laboratory maintenance works (these items of works may vary from lab to lab-not exceeding 26 days).	per day	1	700		
A.43	Divisional works of unskilled nature such as cleaning of furniture's, attending visitors and farmers, attending the scientists calls for messenger works, HoD works related duties etc	Per day	1	600		
A.44	A. Grass cleaning, soil digging, application of manure and fertilizer and mixing in the 25 cm					

	trench and basin preparation of 25 cm height around the plant /basin					
	a) Radius 5 m	per basin	0.15-0.2	200		
	(b)Radius 2.5 m	per basin	0.08-0.1	600		
	(c)Radius 1 m	per basin	0.04-0.05	500		
A.45	B. Weeding, soil digging and basin making around plants					
	a) Radius 5 m	per basin	0.15-0.16	200		
	(b)Radius 2.5 m	per basin	0.08-0.09	600		
	(c)Radius 1.0 m	per basin	0.035- 0.04	500		
A.46	Pit digging and refilling with soil, fertilizer and FYM /pit					
	(a). 30 x 30x30 cm	per pit	0.04-0.05	500		
	(b). 50 x 50 x 50 cm size	per pit	0.08-0.1	200		
	(c). 1 x1 X 1 m size	per pit	0.30-0.33	500		
A.47	Tree spraying with pesticide using office tractor and tanker (tank filling, pesticide mixing and spray)					
	(a). up to 20 feet height	100 trees	0.8-1	500		
	(b). More than 20 feet height	100 trees	1.4-1.5	200		
A.48	Tree spraying with pesticides using back pack power sprayer of 20 feet height	100 trees	1.20-1.25	300		
A.49	Preparation of soil, pesticide and manure mixture and filling of poly bags					
	(a). 25 x15 x7.5 cm size	100 bags	0.75-0.8	500		
	(b). 15x20 cm size.	100 bags	0.65-0.7	500		
	(c).15X 7.5 X4 cm size	100 bags	0.35-0.4	50		
A.50	Potting of seedling plants, gootee etc. in poly bags	100 bags	0.45-0.5	2000		
A-51	Collection of grass and mulching in basins					
	(a). Up to 1m radius (6-inch thickness)	per basin	0.45-0.05	600		
	(b). Up to 2.5 m radius (6-inch thickness)	per basin	0.06-0.062	200		
	(c)Up to 4 m radius (6-inch thickness)	per basin	0.09-0.1	200		

A.52	Spot irrigation of plants (with tanker) in orchard	per 100 trees	0.018- 0.02	500		
A.53	Loading and unloading of soil/ FYM and other materials in tractor trolley	per trolley	0.9-1	200		
A.54	Tree banding for mealy bug management	per tree	0.15- 0.02	200		
A.55	Irrigation/ weeding and maintenance of potted plant	per 100 pots	0.15-0.2	100		
A.56	Bund repairing up to 1m width	100 m	0.45-0.5	50		
A.57	Bund making (50X 50 cm)	100 m	1.80-2	50		
A.58	Trench digging 50X50 Cm and side bund making	100m	1.80-2	02		
A.59	Maintenance of nursery: Weeding and cleaning of nursery plants inside and outside of poly house, Maintenance of root stock, shifting of plants for hardening and sale, care and maintenance of plants in ploy house and net house, helping in propagation works, irrigation etc	per day	2	300		
A.60	Maintenance of hydroponic poly house and related works: Cleaning of inside and outside of poly house, Maintenance of nutrient stock, care, trellising of plants , plant protection, harvesting, sending to sale, helping in propagation works, irrigation etc	per day	2	200		
A.61	Maintenance of intercrop: Irrigation through drip and sprinkler system, grass cleaning on and around intercrop field bunds, mulching, help in weighing and recording of data, and transportation of vegetables, crop residue removal etc.	per day	1	200		
A.62	Fruit bagging	per 100 bag	0.45-0.5	10		
A.63	Pruning of hedge with chopper/hedge shear	per 100 m	0.45-0.5	20		
A.64	Air layering in guava, litchi and lime	per 100 no	0.65-0.7	5		
A.65	Grafting /budding in fruit/ornamental crops (collection of scion included)	per 100 no	0.65-0.8	1000		
A.66	Miscellaneous works of unskilled nature as and when needed in farm, office, nursery, lab, estate including works at farmers' fields (the indenter will specify the work while giving indent)	Per day	1	500		
A.67	Harvesting, weighing and transporting of fruits at sale site: Mango,,Guava, litchi,Bael, Aonla	per quintal	0.9-1	50		

A.68	Harvesting, weighing and transporting of vegetables at sale site	per 10 kg	0.015-0.02	100		
A.69	Pruning of perennial trees (3-5 years)	Per tree	0.09-0.1	250		
A.70	Centre opening in big tree/ thick branch thinning and removing the cut woods	Per tree	0.15-0.2	100		
A.71	Maintenance of lawn, flower beds and pots etc and other beautification works					
	RRS Malda centre	750m	20-25	5		
A.72	Orchard ploughing using own tractor and implements	per ha		10		
A.73	Tree spraying with pesticide using own tractor and tanker (tank filling, pesticide mixing and spray)					
	(a) 1. up to 20 feet height	per 100 trees	9.0-10	5		
	(b). More than 20 feet height	per 100 trees	14-15	5		
A.74	Mustard harvesting	per ha	8	4		
A.75	Mustard thresher hiring with tractor implement	per hour		20		
A.76	Mango/ guava orchard irrigation through tube well	per ha	2	20		
A.77	Unloading of rootstocks or grafted plants and placing them inside poly house or loading them in trolley/ trucks	per 100 plants	0.4	300		
A.78	Preparation of grass cuttings and plantation of Napier & Paragrass	60m2	0.8-1	50		
A.79	Irrigation of cereal, pulses and vegetables field using tube well	Per acre	1	50		
A.80	Harvest of cereal and pulses from research/ demonstration plots	Per acre	5	50		
A.81	Threshing, cleaning and filling of bags of cereal and pulses	5 bags	0.8-1.0	100		
A.82	Vermicompost making (collection and filling of tanks with grasses, manure and daily maintenance)	Per unit	0.9-1.0	360		
A.83	Harvest of Vermicompost, sieving, drying, filling in bags and transport in farm	5 bags	0.8-1.0	100		
A.84	Netting of fish ponds for integrated farming system	6 acres	8-10	12		

A.85	Maintenance of fish ponds (feeding, application of lime and manure, medicines) for integrated farming system	7 acres	0.8-1.0	300		
A.86	Maintenance of animals/ birds resource development units (Feeding, watering, collection of eggs, cutting of grasses, cleaning of sheds, milking, rearing of calf, lamb and kid)	Per unit	0.7-0.8	900		
A.87	Road side and farm jungle cleaning	100 m2	0.7-0.8	300		
	B. Skilled category works					
B.4	Highly skilled category work in Agriculture as and when needed	Per day	1	200		
B.5	Skilled category work in Agriculture as and when needed	Per day	1	300		
B.6	Semi-skilled category work in Agriculture as and when needed	Per day	1	300		
					Total	

Unit rates should not include following which will be paid by office as mentioned hereunder.

Service charge on bill amount (%)
Income tax on bill amount (%)	As per rule
GST	Not applicable in Agricultural work as per notification.
EPF and ESI	EPF and ESI will be paid against the submission of bill with details of statutory deposits made by firm in the name of engaged workers.

- Column 6 and 7 are to be filled in by the firm based on details given in column 1-5.
- Wages are to disbursed through electronic bank transfer. The detail of bank transfer is required to be submitted alongwith bill.
- Unit work cost may be calculated based on the latest minimum wages and VDA as notified by the Ministry of Labour, Govt of India applicable for Agriculture in ‘B’ category cities for Rehmankhara/R.B. Road campus and ‘C’ category for RRS, Malda. The variable dearness Allowances during the contract period will be increased by this office proportionally as and when notified by the Government.
- The work unit may vary in one year depending upon work, season and reason.
- The unit rate of each work has been carried out officially based on prevailing central government wages in Agriculture for ‘B’ and ‘C’ categories cities. As most works are expected to be carried out manually, low rate on the account of use of machine will not be considered. The rate may vary up to 5 percent, but exceptionally low quoted unit rates will not be entertained.
- The total cost or works in one year has also been worked out. The total annual cost of entire work should not be lesser than 10 per cent than officially calculated cost.

Break up of charges to be claimed & actual to be paid to the various type of workers/labourers engaged on job contract basis
(Part of Financial Bid & to be uploaded with Financial Bid)

S.N.	Description	Amount in Rs. For Un-Skilled labour	Amount in Rs. For Semi-Skilled labour	Amount in Rs. For Skilled labour
1.	Per day per person Rate			
2.	ESI Contribution			
3.	EPF Contribution			
A.	Total cost per head (1+2+3)			
B.	Service/Agency charges (Rs.)			
C.	Grand Total (A+B+C)			
D.	Contribution by the employee for ESI/EPF to be deducted			
	Deduction, if any			
E.	Actual amount to be paid to the person engaged on job contract by the agency/contractor			

- Note:** There is GST exemption on manpower supplied for carrying out agricultural operations, farm labour and processes carried out on agricultural farm etc. However, GST (if applicable in future) will be applicable as per rules & guidelines issued by the Govt. of India/Council from time to time.

Note:- Bills against services for Rehmankhera, and R.B.Road Campus and ICAR-CISH,RRS, Malda shall be raised separately.

If any bidder does not quote as per the provisions of Govt. of India or the Contract Labour (R&A) Act 1970, his tender shall be summarily rejected without assigning any reasons.

DECLARATION

I accept all the terms & conditions of the tender.

Date: _____

Signature and Seal of the Bidder

Note: (1) TDS shall be deducted from the bills on admissible.

Annexure - III

(TO BE GIVEN ON LETTER HEAD OF THE FIRM/AGENCY/COMPANY)

From

Full Name & Address of the Tenderer in
addition to Post Box No. (if any, should
be quoted in all communications to this
office) :

Telephone No. :

Telegraphic Address/FAX/Cellular No.:

E-Mail address :

To

The Director,
ICAR-CISH, Rehmankhhera,
P.O. Kakori,
Lucknow – 226 101

Date : 2022

Reg: Work- Declaration of non-involvement in any illegal activities.

I/ We hereby declare that my firm M/s.....
..... has never been involved in
any illegal activities, charged for financial misappropriation/ fraud/ embezzlement etc. and no
any criminal case is pending against me / us, my / our firm in any court of law.

signature
Authorized Signatory/ Signatories
(Seal of the Contracting Firm)

DRAFT AGREEMENT DEED

This agreement is made at ICAR-CISH, Rehmankhhera, Lucknow on this day of ----- between Indian Council of Agricultural Research, a Society registered under the Societies Registration Act 1960, through the Secretary, ICAR (Herein after called first party) of the first party and having its office at Lucknow. (Herein after called the ICAR-Central Institute for Subtropical Horticulture, Rehmankhhera, Lucknow) of the other party M/s (Herein after called the second party).

Whereas the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow has decided to assign the annual job contract for providing Horticulture Field Work at Rehmankhhera and R.B.Road Campus of CISH Lucknow and RRS, Malda (W.B.) 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. and will remain in force for a period upto but can be terminated by the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow 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 providing Horticulture Field Work at Rehmankhhera and R.B. Road Campus of CISH, Lucknow and RRS, Malda (W.B.).
3. The firm will provide full particulars of every workers deployed by them for providing the services and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at ICAR-CISH, Rehmankhhera (name of the Institute) shall have no liability on this account in any manner.
6. The Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow Shall have the right to ask for the removal of any personnel considered to be incompetent, disorderly or for any other reason and such person shall not again be deployed at without permission of the Director. The personel once engaged by the contractor shall not be removed without permission of this Institute.
7. The manpower deployed by the Agency shall work as per the working days and timings of the Institute. No extra wages will be paid for attending office on weekends. Holidays and late-sitting, if needs arise.
8. Monthly consolidated charges for job/work contract for providing Horticulture Field Work Services at Rehmankhhera and R.B.Road Campus of CISH, Lucknow and RRS, Malda (W.B.) is as per terms and conditions specified and scope of work as per Annexure-II in the tender document including GST if applicable in future (as notified by GOI time to time) will be paid to the firm by the Institute. The firm will raise a bill of this amount on last working day of every month and the payment released by the Institute by Electronic transfer in this account by

Bank subject to satisfactory performance/ delivery of contracted job / work/ services. **Copies of documents such as deposit challan along with list of persons showing deposit of EPF, ESIC etc. with the concerned agencies are also to be deposited with the bill.**

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, ICAR-Central Institute for Subtropical Horticulture; Lucknow 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 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 Rehmankhara and R.B. Road Campus of CISH, Lucknow and RRS, Malda (W.B.) Premises.
13. That the firm shall ensure 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 Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow may cancel the contract.
15. That the firm agrees to discharges all their legal obligations 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. Firm agrees to indemnify and keep indemnified Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow on account of any failure to comply with the obligations under various laws or damage to Rehmankhara and R.B. Road Campus of CISH, Lucknow and RRS, Malda (W.B.) 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 CISH, Lucknow and the firm alone shall be responsible for their remuneration. Wages and other benefits etc. Firm shall indemnify and keep indemnified the CISH, Rehmankhara (name of the Institute) against any claim that it may have to meet towards the employees/workmen. 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 Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt./State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council 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 allocated to them for any purpose other than for which contract is awarded.
21. The firm shall devote 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. Other terms and conditions as stipulated in the tender documents shall be part of the agreement.

PENALTY CLAUSE : LIQUIDATED DAMEGES CLAUSE

1. An amount of Rs. 1000/- will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark in any section. It will be brought to the notice of the supervisory staff of the firm by Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow and if no action is taken, 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.

The decision of Director, ICAR-Central Institute for Subtropical Horticulture, Rehmankhera, Lucknow shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm)

DIRECTOR

Witness :-

1.

2.