

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
KRISHI BHAWAN : NEW DELHI



F.No. 17(1)/2010-Estt.II

Dated, the 11 June, 2010

Economy Circular 4/2010

To

All Directors/Project Directors of the Institutes/National Research Centres/Bureaux/Project Directors of ICAR

Sub.: Award of job / work contract, procurement of services through consultants and out sourcing of service – reg.

Sir,

I am to state that outsourcing in ICAR has repeatedly raised several issues, that needs to be clarified. Instructions were issued vide Council's circular No. 21(8)/86-Cdn.I dated 22.1.1987 to award 'work contracts' and not engage casual labour over and above existing casual labourers which have been reiterated number of times; it is once again clarified that engagement of casual labour is not allowed, and is illegal and engagement of even one single casual labour after 22.1.1987 may attract disciplinary action.

2. Vide Council's letter No. 19(10)/2004-Estt.IV dated 24.2.06, there is complete ban on filling up technical category vacancies in following groups :

- (i) Sub-Group 'Other staff' in Group IV "Library/Information/Documentation Staff."
- (ii) Group V – "Photographers"
- (iii) Group VI – "Artist"
- (iv) Sub-Group 'Production' in Group VII "Press & Editorial Staff".

3. It may also be clarified that as per existing instructions, posts remaining vacant for more than six months, are abolished and there are several other constraints in filling up of posts. In the circumstances award of 'work contracts' and outsourcing has become necessary.

4. In order to consolidate all instructions, to clarify doubts, and to ensure uniformity in practices across ICAR Institutions, following consolidated instructions on subject are being issued in supersession of all previous instructions.

5. Outsourcing will be possible only in following four alternative methods:

Method I - where job / work to be performed or services to be rendered, can be defined - in quantitative and qualitative terms - and output / outcome is measurable e.g. gardening service, cleaning service, security services, house-keeping service, etc., work may be awarded on contract, as 'work contract', through tendering process, in manner indicated in para 6.

Contd.....2/-

- Method II - where it is not feasible to precisely define work, in manner required for a 'work contract', ex-servicemen may be engaged on bi-lateral contract basis, in manner indicated in para 7.
- Method III - private individuals other than ex-servicemen can also be engaged on bi-lateral contract basis, in certain situations and for certain technical posts, in manner indicated in para 8.
- Method IV - Consultants may be engaged in manner indicated in para 9.

6. Job / work contract / Outsourcing of services (Method I)

Following steps be taken to award job / work contract or outsource these services :

6.1 Identification of likely contractors

The institutes must prepare list of likely and potential contractors, on basis of formal and informal enquiries from other organisations involved in similar activities or through other means.

6.2 Preparation of tender enquiry

Institutes should prepare tender enquiries containing (i) details of job / work / service to be performed by contractor (ii) facilities and inputs which will be provided to contractor by Institute (iii) eligibility and qualification criteria to be met by contractor for performing required job / work / services; and (iv) statutory and contractual obligations to be complied with by contractor and tender enquiry should clearly state that contractor will have to abide by relevant labour and other laws of the land. An illustrative specimen of notice inviting tender is attached as Annexure I.

6.3 Invitation of bids

(i) For estimated value of work / job / services up to Rs. 10 lakhs

Limited tender enquiry may be issued to such of the likely contractors from list of contractors maintained by Institute, who are eligible and capable a prima facie. Number of contractors identified for issuing limited tender enquiry should not be less than 6.

(ii) For estimated value of job / work / services above Rs. 10 lakhs

Institutes should issue public tender, in at least one popular and largely circulated newspaper and on website of Institute.

Contd.....3/-

6.4 Evaluation of bids

The Institute should evaluate, segregate, rank responsive bids and select successful bidder for placement of contract. Bids received after specified date and time of receipt should not be considered. Should it become necessary, in an exceptional situation, to award job / work contract or outsource services to specifically chosen contractor, Director may do so in consultation with Finance and Accounts Officer in charge of the Institute. In such cases detailed justification, circumstances leading to award of contract by choice and special interest/ purpose, served by such award should form part of the proposal.

6.5 Bid security

Safeguard from bidders, against withdrawal or alterations in bids during bid validity period, bid security (also known as earnest money), must be obtained. Amount of bid security may be decided by Director and should ordinarily range between 2% to 5% of estimated value of contract. Exact amount of bid security should be determined, accordingly, by Director and indicated in bid document.

6.6 Performance security

To ensure specific performance of contract, performance security must be obtained from successful bidder awarded the contract. Amount of performance security will be decided by Director of the Institute and should ordinarily range between 5% to 10%, of estimated value of the contract. The exact amount of performance security should be determined and indicated in bid document. Performance security should remain valid for period of 60 days beyond date of completion of all statutory and contractual obligations of supplier. Bid security will be refunded to successful bidder, on receipt of performance security.

6.7 Liquidated damages

Contract should, inter-alia mention amount that will be levied as liquidated damages. The amount will be decided by Director of the Institute and indicated in contract.

6.8 Specimen Agreement

All Institutes must prepare, agreement to be entered into with contractor / service provider and get it vetted by any panel lawyers of the institute. Illustrative specimen agreement is attached as Annexure-II.

6.9 Management of contracts

(i) General principles

Following general principles should be observed, while entering into a contract :

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- terms of contract must be precise, definite and without ambiguities.
- terms should not involve, uncertain or indefinite liability.
- Contract should specifically provide that contractor will abide by relevant labour laws and will indemnify ICAR / institute of any liability, on this account. Contractor's default in observance of relevant labour laws scrupulously, will amount to failure of specific performance of contract, with attendant consequences as per contract act.
- No work of any kind will be commenced or services obtained, without execution of agreement.
- Contract document should be executed within 21 days of issue of letter of acceptance. Non-fulfilment of this requirement will be sufficient, for annulment of award or forfeiture of bid security.

(ii) Monitoring of the contract

- There is popular perception that quality of output and efficiency of service rendered by job / work contractors or outsourcing agencies employed by public systems is inferior in comparison to work / job executed by private sector. Proper designing of agreements clearly delineating deliverables and providing penalty clauses for lack of specific performance, will result in delivery of work/job of optimum quality.
- It is necessary that Institute should be involved in conduct of contract, throughout, and should have identified officer/s for monitoring of works/contracts.
- The contractor should be held accountable for any deficiency in services. Liquidated damages must be recovered, from amounts payable, to contractor for deficiency in performance or services.
- Since labour required for specific performance of contract is employed by contractor and not by Institute, care should be taken by, all concerned, that no contractor or individual working for contractor, is allowed to create evidence or paper trail to indicate employer-employee relationship between Institute and labour employed by contractor. For example, institute is not supposed to maintain attendance register of contractor's labour or grant them leave, or permission of any sort. This is so because performance of contract is output related, not person specific. If output in terms of maintenance of garden, or cleanliness of rooms, is found deficient, then show cause notice

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and subsequent action, for non-performance or under-performance, of contract, should be taken. Panel lawyer of institute specialising in labour laws may be consulted, as and when required.

- At the time of making payment or part payment (monthly basis or otherwise) it may be ensured that contractor has discharged its labour related statutory obligations for period for which bill has been raised.

7. Procurement of services by contractual engagement of ex-serviceman (Method II)

A situation may arise when it is not possible to define 'work contract' / 'service contract', in such situations, institute may hire individuals directly on bi-lateral contract; **however such individuals will have to be ex-servicemen.** Particulars of ex-servicemen may be obtained from District Soldier Board. Terms and conditions in standard contract document is attached as Annexure III with this letter, which is an agreement that should be signed with each individual. Clarificatory instructions regarding matters which need to be decided for each individual contracted service process, have been appropriately added in standard contract document, to facilitate decision by contracting authorities. It may be ensured that I.R. No./ unique identification number by which a serviceman is identified is mentioned in the agreement. This number may also be indicated in all payment bills, without which Finance and Accounts Officer **shall not allow / make payment.**

8. Procurement of services of contractual engagement of individuals other than ex-serviceman (Method III)

In specific situations where ex-servicemen are / may not be available or may not be suitable, for jobs, such as lab technicians, research assistant etc., other individuals can also be hired directly on bi-lateral contract. In such cases, Director of the institute will have to first record a speaking order on why proposed job cannot be carried out by a 'service contract' or through an ex-serviceman, and show proof that attempt/s to find ex-serviceman for such job/s have not elicited. Terms and conditions for standard contract document are attached as Annexure III with this letter, which is agreement that should be signed with each individual. Clarificatory instructions on matters which need to be decided for each individual contracted service process have appropriately been added in standard contract document and facilitate decision by contracting authorities. It may be ensured that process of identification of individuals for entering into direct contract to deliver specific services should be transparent, fair and non-discriminatory and individuals selected are in good health bear good moral character with acceptable antecedents and fully qualified to render required services. **Such contracts shall be time / period specific, project specific, place / location specific and non-extendable in nature.**

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9. Procurement of services through consultants (Method IV)

The institutes may hire external professionals, consultancy firms or consultants for specific job which is well defined in terms of content and time frame for its completion, in following manner;

- 9.1 Identification of work/services required to be performed by consultants
Engagement of consultants may be resorted to in situations requiring high quality service for which the concerned institute does not have requisite expertise. Approval of Director should be obtained for engaging consultant(s).
- 9.2 Preparation of the scope of the required work/service
The institute should prepare in simple and concise language, requirement, objective and scope of assignment. Eligibility and pre-qualification criteria, to be met by consultants, should also be clearly identified at this stage.
- 9.3 Estimating reasonable expenditure
Institutes proposing to engage consultants should estimate reasonable expenditure, for same by ascertaining prevalent market conditions and consulting other organizations engaged in similar activities.
- 9.4 Identification of likely sources
- (i) Where estimated cost of work or service is upto Rs. 10 lakhs, list of potential consultants may be prepared on basis of formal or informal enquiries from other organizations involved in similar activities.
 - (ii) Where estimated cost of work / service is above Rs. 10 lakhs, list of potential consultants in manner indicated above, an enquiry for seeking 'expression of interest' from consultants should be published in one national daily, at least, and hoisted on institute website. The website address should also be given in advertisement.
- 9.5 Shortlisting of consultants
Consultants meeting requirements of job/work should be shortlisted for further consideration. Number of shortlisted consultants should not be less than 3. Consultancy assignments can be given to only established consultancy firms or other similar institutions and retired employees of Government / ICAR.

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9.6 Preparation of terms of reference (TOR)

TOR should include :

- Precise statement of objectives;
- Outline of the tasks to be carried out;
- Schedule for completion of tasks
- The support or inputs to be provided by the institute to facilitate the consultancy
- The final outputs that will be required of the consultant

9.7 Preparation and issue of request for proposal (RFP)

RFP is a document, to be used by institute for obtaining offers from consultants for required work / service. RFP should be issued to shortlisted consultants, to seek technical and financial proposals from them. RFP should contain ;

- A letter of invitation
- Information to Consultants regarding the procedure for submission of proposal
- Terms of reference
- Eligibility and pre-qualification criteria in case the same has not been ascertained through Enquiry for Expression of Interest
- List of key positions whose CV and experience would be evaluated
- Bid evaluation criteria and selection procedure
- Standard formats for technical and financial proposal
- Proposed contract terms
- Procedure proposed to be followed for mid-term review of the progress of the work and review of the final draft report.

9.8 Receipt and opening of proposals

Proposal should ordinarily be asked for from consultants in 'two bid' system with technical and financial bids sealed separately. Bidders should keep these two sealed envelope in a bigger envelope, duly sealed, and submit the same to the institute by specified date and time at specified place. Technical bids should be opened first at specified date, time and place. Late bids should not be considered.

9.9 Evaluation of technical bids

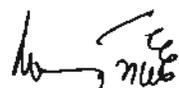
Technical bids should be analysed and evaluated by committee constituted by the institute. This committee will record reasons for acceptance and rejection of technical proposal in details after analysis and evaluation of technical bids.

- 9.10 Evaluation of financial bids of technically qualified bidders
The institute will open financial bids of only bidders, who are declared technically qualified, in the manner indicated above. These successful technical and financial bids may be further analysed or evaluated and ranked, to select successful bidder for award of consultancy contract.
- 9.11 Consultancy by nomination
In special circumstances, it may become necessary to select a particular consultant, where adequate justification is available for such single source selection. Full justification for single source selection should be recorded and approval of Director obtained before resorting to such single source selection.
- 9.12 Monitoring the contract
The institute should be involved through out in contract of consultancy by continuously monitoring a performance of consultant(s) so that output of consultancy is in accordance with institute's objective.

10. The market of goods / services / consultants keeps evolving according to emerging business opportunities by its very nature. With some effort at vendor development by concerned institutes, there may be no difficulty in outsourcing work even at remote locations in accordance with these instructions. Doubts, if any, in the course of implementation outsources of services, may be referred to Hqrs. for clarification.

11. This has the concurrence of IFD vide AS & FA, DARE Dy. No. 631/F dated 21/5/2010 and issues with approval of Secretary, DARE & DG, ICAR.

Yours faithfully,


(RAJIV MEHRISHI)
AS (DARE) & Secretary, ICAR

Copy to :

1. SPPS to Secretary, DARE & DG, ICAR
2. PPS to AS, DARE & Secretary, ICAR
3. PS to AS & FA, DARE
4. SA to Chairman, ASRB
5. All DDGs
6. ND, NAIP
7. PD, DIPA
8. ADG (Cdn.)
9. All Directors / Deputy Secretaries / Secretary, ASRB / Under Secretaries at ICAR Hqrs.
- ✓ 10. Shri Hans Raj, Information System Officer, (DIPA) KAB I for putting in the ICAR Web-Site.
11. All officers/sections at ICAR Hq./KAB I & II
12. Cdn. Section for giving Index Number
13. PD,DIPA, for compilation of circulars / instructions

Specimen form of Notice inviting tenders

REGISTERED WITH ACKNOWLEDGEMENT DUE

F. No. _____

Dated _____

NOT TRANSFERABLE
INDIAN COUNCIL OF AGRICULTURAL RESEARCH
(Name and address of the Institute)

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING *(nature of services/job)* ALLIED SERVICES (PEON) AT *(Name and address of the Institute)*

- A Cost of Tender Form Rs. (In figures) (In words)
- B Last date of receipt of Tenders in Office is time/date/month/year
- C Tenders (technical bids) to be opened at time/date/month/year
- D Tender to remain open for acceptance up to 90 days from the date of opening.
- E The Tender document is also available at our web-site www.....

NOTE :

1. The Director, *(Name of the Institute)* may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
(Name and Address of the Institute, ph. Nos. etc.)

Note :- All communications must be addressed to (by designation), (Name and address of the Institute)

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK/SERVICE CONTRACT FOR PROVIDING *(nature of services/job)* ALLIED SERVICES AT *(Name and address of the Institute)*

From : Incharge
(Name and address of the Institute)

To _____

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, ((Name and address of the Institute) for contract of **PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES AT (Place of work)** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of (Rs. In figures) (In words) must be deposited in the form of demand draft/pay order payable to Director, of concerned institute. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council / Instt. shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed " **THE JOB WORK CONTRACT FOR PROVIDING ALLIED SERVICES AT** (Name and address of the Institute) with address of this office and the tenderer shall place two envelopes clearly

marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the ----- Office of the (Name and address of the Institute)not later than time/date/month/year.

9. The rates quoted by each firm for job/service security contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorise a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative,of the tenderer if any,may also be indicated.
10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. **An amount of (Rs. In figures)(Rs. In words) as a security deposit** for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. Director, Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
15. Decision of Director, Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
16. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.

17. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document :-

- a) Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State govt..
 - b) Minimum turnover of the firm not less than (Rs. In figures)(Rs. In words) during the last financial year.
 - c) Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form.
 - d) Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.
 - e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
 - f) Employee EPF registration certificate issued by local govt. etc.
 - g) Employee ESI registration certificate issued by local govt. etc.
 - h)The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.
 - i) Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
 - j) Service tax registration certificate issued by Govt. etc.
 - k) Successful Tenderer will have to enter into a detailed contract agreement with ICAR on non-judicial stamp paper of Rs. (In figures)(In words) for each work.
- l) Only those firms will be considered for financial bid who will qualify in the technical bid.

Note : The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover.

Yours faithfully,

**For and on behalf of the Director
(Name and address of the Institute)**

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

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 :

From _____

To _____

(Name and address of the Institute)

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

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

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

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

5. Pay order / DD No. _____ of Rs. _____ drawn in favour of (Director of the Institute) and payable at _____ is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer

Witness _____

Telephone No. Office

Address _____

Resi.

Occupation _____

Mobile

Signature of witness to contractor's signature

Address :

Name & Signature of Witness :

Address:

SCHEDULE TO TENDERS

PART – I

1. Name of the Firm/Agency
2. Full address with Post Box No.
And Telephone No. if any
3. Constitution of the Firm/
Agency (Attached copy)
Indian Companies Act, 1956
Indian Partnership Act, 1932
(Please give names of partners)
Any other Act, if not, the owners
4. For Partnership firms whether
registered under the Indian
Partnership Act, 1932, please
state further whether by the
partnership agreement to arbitration
has been conferred on the partner
who has signed the Tender.
 - i) If answer to the above is in negative
whether there is any general power
of attorney executed by all the
partners of the firm authorizing the
partner who has signed the Tenders
to refer dispute concerning business
of the partnership to arbitration.
 - ii) If the answer to above is in point one
and two the affirmative please furnish
a copy of either the partnership
agreement or the general power of
attorney as the case may be. The copy
should be attested by a Notary Public
or its execution would be admitted by
affidavit on a properly stamped paper
by all partner
5. Name and Full Address of your Banker's
6. Your Permanent Income Tax No./Circle/Ward
7. Any other relevant information

PART – II

8. Earnest Money Deposited: Yes/No

PART – III

9. Name and Address of the firm's representative

and whether the firm would be representing at the opening of the Tenders

10. Name of the Permanent Representative to be visiting NASC and ICAR, Krishi Bhawan regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

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

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING _____

(Indian Council of Agricultural Research is housed in Krishi Bhawan, Dr. Rajendra Prasad Road, New Delhi - 110 001. It occupies ground plus 4 (four) floors in the 'A' and 'D' wings of Krishi Bhawan. Staff can only be deployed at KAB-I & KAB-II, Pusa as per requirement.)

Scope of Work:

TERMS & CONDITIONS:

1. *The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.*
2. *Changing of Staff/Supervisor should be intimated to _____.*
3. *The Director, _____ reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, _____ shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.*
4. *The staff provided should also maintain secrecy and discipline in the premises of Institute.*
5. *The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.*
6. *The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR for the purpose. All complaints should be immediately attended to by the Agency.*
7. *Uniform with colour specifications and pattern approved by ICAR should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.*
8. *The agreement is terminable with one month notice on either side.*
9. *The contractor shall not sublet the work without prior written permission of the ICAR.*

10. *The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.*
11. *The selected agency shall provide the necessary personnels for at ICAR Hqrs. as per labour acts prevalent in NCT of Delhi. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the Council, the Council shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.*
12. *The persons so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the Council and the person so engaged by the contractor in the aforesaid services.*
13. *Payment for service contract will be made monthly upon submission of pre-receipted bill.*
14. *After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at the Krishi Bhawan shall have to be furnished alongwith the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.*
15. *The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.*
16. *The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Secretary, ICAR shall be final and binding on the contractor.*
17. *Income Tax will be deducted from the payments due for the work done as per rule.*
18. *They should not live their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.*
19. *Changing of Supervisor/Staff should be intimated to the Caretaker.*
20. *The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.*

21. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.

22. Risk Clause: ICAR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount, subject to a minimum of of Rs. 500/- 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 ICAR and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

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

DRAFT SPECIMEN AGREEMENT

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

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

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

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by(name of the Instts.)..... by giving one calender month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing(nature of job)..... at(location).....
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the(name of the Instt.)..... shall have no liability on this account in any manner..
5. That the Firm shall ensure that all persons deployed at(name of the Instt.)..... premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The(name of the Instt.)..... shall have the right to ask for the removal from the(name of the Instt.)..... premises any personnel considered by the(name of the Instt.)..... to be incompetent, disordely or any other reason and such person shall not again

be deployed without the consent of the(name of the Instt.).....

7. The manpower deployed by the Agency should work as per the working days and timings of the(name of the Instt.)..... . No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. Monthly consolidated charges for job/ work contract for providing services at(name of the Instt.)..... is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the(name of the Instt.)..... . The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into(name of the Instt.)..... premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the(name of the Instt.)..... may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall

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

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

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount of Rs. 500/- will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by(Name of the Institute)..... and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of(competent authority in the Instt.)..... shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm)

(For the Institute)

Witness:-

1. _____
2. _____

(TO BE PRINTED ON RS. 100 NON JUDICIAL STAMP PAPER BY
THE HIRING ORGANIZATION)

AGREEMENT

Article of Agreement made this day, the _____ between Shri/Smt./
Kum. _____ son / daughter of _____ residing presently at _____
(the first party) and _____ (designation of hiring authority representing the
Institute) the second party.

Whereas the second party has agreed to hire services of first party for ¹ _____ in
short ² _____ on contract basis for the ³ _____ programme funded fully/
substantially by ⁴ _____ and the first party has agreed to provide these
services to the second party in that capacity for the period _____ on the terms and
conditions herein after contained.

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO
RESPECTIVELY AGREE AS FOLLOWS:

1. PERIOD OF CONTRACT:

- (i) The period of contractual appointment shall be from ⁵ _____ to
⁶ ____/____/201____.
- (ii) The period of contract can however be extended by mutual consent for a period of not
more than one year at a time but will not in any case exceed five years in all or the date
on which the plan scheme/project closes, whichever is earlier. In case of external funding
for project stops before the normal date of closure for any reason whatsoever, agreement
shall stand terminated automatically at the end of one month from the date of such
intimation by second party to the first party.

2. SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:

- (i) The first party will present himself /herself at the place and time designated by the second
party and render services to the second party broadly designated as ⁷ _____ and
described in detail in a job chart attached as Annexure-III (a)⁸ to this agreement .
- (ii) In consideration of the services desired in (i) above, the second party shall pay a
consolidated package amount of Rs ⁹ _____ per month.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

- (i) Monthly package amount shall be paid only on submission of monthly bill of service
rendered to the satisfaction of second party or his/ her authorized officer. First party will
submit bill on the fifth of the following month and second party will arrange to make
payment upto 15th of the following month.

4. OTHER TERMS AND CONDITIONS:

As per Annexure-III(c).

5. ANNUAL REVISION:

Second party based on quality and efficiency of services rendered in the preceding year,
may on its discretion, revise¹⁰ the consolidated package by an amount not exceeding 10%
of preceding year's package amount for the ensuing year.

6. ACTION AGAINST FIRST PARTY:

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party, shall entitle second party to terminate services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

7. TERMINATION OF CONTRACT:

- (i) The contract can be terminated with notice of one month on either side or by depositing/ paying one month's package /contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii) The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

8. STANDARDS OF SERVICE:

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement .

9. GENERAL:

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

()
Signed by First Party
by Authorized signatory

Name :

Address:
Dated:

WITNESS

Signature
Name:

Address :

()
Signed
by the Second Party

Name:

Address:
Dated:

WITNESS

Signature
Name:

Address

JOB CHART OF ACCOUNTS ASSISTANT

- (i) Maintenance of all prescribed registers/formats:
- (ii) Preparation of detailed budget estimates of the project/programme.
- (iii) Checking all bills/vouchers as per guidelines/ rules of the project/ programme etc.
- (iv) Scrutiny of purchase cases:
- (v) Compilation and proper upkeep of the voucher;
- (vi) Preparation of statement/returns in the prescribed format and ensure rendition of the same to the concerned authority.
- (vii) Re-Conciliation of income and expenditure statement with bank / other authorities with whom the accounts are maintained;
- (viii) Typing work on manual typewriter or word processor;
- (ix) Preparation of accounts on tally or other software as per requirement of the organization;
- (x) Preparation of compliance report of audit observations/ objections raised by concerned auditing authorities.
- (xi) Other work as assigned by the controlling authority from time to time.

Explanatory Memorandum

(For Superscripts marked in the Agreement)

Columns/blanks not applicable may be marked as 'Not applicable'

1. Describe the work to be performed by the first party broadly and in brief e.g. providing medical services in rural areas/ providing data entry services/providing teaching services for students in classes I to V etc.
2. Give a short designation for his work (avoid using a designation already in use for Government employees under service rules).
3. Mention the name of Centrally Sponsored Scheme, State Plan scheme or any Project for which being engaged.
4. Mention the name of funding agency like Government of India, ADB, World Bank and so on. If the payment is to be made from Institute Budget, please write 'Not applicable'.
5. Mention the date when the contract shall come into effect.
6. Mention of date upto which contract will subsist i.e. the date of disengagement of first party.
7. Repeat as at 2.
8. Describe the service expected to be rendered by the first Party. An example is at Annexure-I (a).
9. State the amount at which first party has been engaged.
10. Decide this increment amount by keeping in view first party's absolute and relative performance. Highest possible increases are to be given to not more than 10% of contract service providers.
11. The contractual appointee may be allowed to travel on duty in bus/ rail as per entitlement which may be like this.
 - (i) Contractual appointee availing package below Rs 10.000/- per month be allowed to travel in deluxe bus and second class in rail.
 - (ii) The appointee availing package above Rs. 10.000/- be allowed in delux bus and III AC in Rail. No Air Journey be allowed, no taxi, and no own car shall be allowed for making journey.
12. Daily allowance may be determined @ 0.75% of consolidated amount for service providers manual, clerical ministerial, computer services and @ 0.50% (minimum Rs. 75/-) for professional/officer services.

**OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF
FIRST PARTY**

- (i) **Leave:** 20 days leave in a calendar year shall be allowed to first party on proportionate basis e.g if first party joins on 1st July then he/she shall be allowed 10 days leave. Similarly, if he/she is appointed from 1st December, then he/ she shall be allowed leave of ½ day only. Leave shall accrue on monthly basis. However, second party can permit use of leave to accrue during a calendar year only in advance for deserving reasons. Unavailed leave shall stand lapsed at the end of calendar year.
- (ii) **Maternity Leave:** Maternity leave upto two months each for maximum two children would be admissible to female employees.
- (iii) **Gazetted/ Restricted holidays:** Holidays gazetted by Central /respective State Govt. shall be admissible to first party. However, no restricted holidays shall be admissible.
- (iv) **Permission for leaving Headquarters:** First party will not leave headquarters without prior permission of second party or his/her authorized in this regard.
- (v) **Travelling Allowance:** In case of tour as directed by second party, first party shall be eligible for travelling allowance as under:
 - (a) **Travel Cost:** First party shall be provided reimbursement of travel cost on production of tickets of class _____ (here specify his/her entitlement)¹¹.
 - (b) **Daily Allowance:** The first party shall be allowed daily allowance at the rate of Rs. _____ per day¹²
- (c) **Local Transport:** Rs.3/- per km from office/ residence to Bus/ Railway stations & Vice-versa.
- (vi) **Annual Appraisal:** An Annual Appraisal Report will be prepared by second party on the basis of monthly report, which shall also form basis of extensions of agreement period shall be under condition No. 1 and annual revision under condition No. 5 of the Agreement. Proforma for appraisal report may be prescribed by Director of the Instt.
- (vii) First party shall not be entitled for any Government accommodation.
- (viii) First party shall not be entitled for any regularization or any special preference in regular recruitment.
- (ix) First party shall not be provided any loans and advances by the second party.
- (x) No bonus shall be payable to first party.
- (xi) No terminal leave shall be admissible on termination of the contract.
- (xii) TDS on income, if due, shall be recovered from package payable to first party.
- (xiii) **General Conditions, ethics and observance:**
 - (a) The first party shall observe general satisfactory conducts and ethics at the level expected under orders/rules and instructions issued by higher authorities/second party.
 - (b) The first party shall be non-transferable.
 - (c) The first party will not accept any full time/part time employment or engage in any other work, business occupation or pursue any study course without the prior approval of the second party.
 - (d) All manufacturing or construction department/ organizations/ consultancies etc., with which the first party might be associated with, will not be eligible to participate in bidding for any goods or works/consultancy etc. resulting from or associated with the project of which this party assignment forms a part.
 - (e) In case uniform/ livery is compulsory, the first party will comply the instructions, for which no extra payment will be made by second party.
