



कृषि वैज्ञानिक चयन मंडल  
AGRICULTURAL SCIENTISTS RECRUITMENT BOARD  
भारतीय कृषि अनुसंधान परिषद्  
(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)  
कृषि अनुसंधान भवन-1, पूसा, नई दिल्ली-110 012  
KRISHI ANUSANDHAN BHAVAN-I, PUSA, NEW DELHI-110 012  
Telephone : 25840251, 25848172 Fax : 25846311



F.No. 8-2/2015-GA

Dated the 8<sup>th</sup> February, 2017

### E-Procurement Tender Notice

Agricultural Scientists Recruitment Board (ASRB) invites e-tenders for outsourcing Messengerial Services at 17 points per day per month on contract basis for a period of one year, extendable by one more year subject to mutual agreement, as per its requirement.

#### 1. Details of Tender Deposits:-

Cost of Tender Form	: ₹ 500/- (Rupees Five Hundred Only)
Earnest Money Deposit	: ₹ 1,00,000/- (Rupees One lakh only)
Security Deposit	: 7.5% of the estimated value of contract

The tender documents contains the following:-

Schedule-I	: Technical bid (p. 9-11).
Schedule-II	: General Information, other terms & conditions and scope of the work (p.13-17).
Schedule-III	: Financial Bid (p.18).
Annexure-I	: Statement of the Minimum 3 year experience (p.12).
Annexure-II	: Undertaking by the Contractor (p.22).
Annexure-A	: Financial implications for outsourcing of manpower (p.23).

#### 2. Tender schedule:

Tender id	
Tender No.	F.No. 8(2)/2015-GA
Date of release of Tender through e-procurement	08.02.2017 at 3.00.00 PM
Pre Bid meeting date/time/venue	17.02.2017/1500 hours/Room No.101 GA Section, ASRB, Krishi Anusandahan Bhawan-I, New Delhi-12
Last date & time for submission of bid	02.03.2017 at 1500 hours
Date & time for opening of technical bid	02.03.2017 at 1600 hours
Date & time for opening of financial bid	Will be intimated after scrutiny of Technical Bid
Address for Communication	Under Secretary (GA), ASRB, Krishi Anusandhan Bhavan-I, Pusa, New Delhi 110012

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms for outsourcing Messengerial Services at 17 points per

day per month on contract basis for a period of one year and extendable by one more year subject to satisfactory performance at ASRB located at Krishi Anusandhan Bhawan-I, Pusa, New Delhi-12. **The instructions for uploading the tender/bid/quotation may be obtained from the website of CPP portal i.e. <http://eprocure.gov.in>.**

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <http://eprocure.gov.in>, [www.asrb.org.in](http://www.asrb.org.in) and [www.icar.org.in](http://www.icar.org.in) upto 1300 hours of 02.03.2017. On-line bids complete in all respects should be submitted through CPP portal <https://eprocure.gov.in/eprocure/app> only on or before the last date and time i.e. 02.03.2017 at 1500 hours.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Board reserves the right to accept or reject any or all the tenders without assigning any reason.

**Please note that only online bids will be accepted. However, a hard copy of the documents uploaded by the firm may also be deposited with this office before the date of opening of technical bid.**

  
(Ajay Gautam)

**Under Secretary (GA)**

AGRICULTURAL SCIENTISTS RECRUITMENT BOARD  
INDIAN COUNCIL OF AGRICULTURAL RESEARCH  
Krishi Anusandhan Bhawan-I, Pusa: New Delhi-110 012

Tel. No. 25848172, 25840251

Fax No. 91-11-25846311

**INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING MESSENGERIAL SERVICES AT 17 POINTS PER DAY PER MONTH ON CONTRACT BASIS FOR A PERIOD OF ONE YEAR AT ASRB LOCATED AT KRISHI ANUSANDHAN BHAVAN- I, PUSA, NEW DELHI - 110012 and EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.**

From: Under Secretary (GA)  
Agricultural Scientists Recruitment Board  
KAB-I, Pusa: New Delhi-110 012

To

Dear Sir(s),

Online Tenders are hereby invited on behalf of the Secretary, Agricultural Scientists Recruitment Board, New Delhi for OUTSOURCING MESSENGERIAL SERVICES AT 17 POINTS PER DAY PER MONTH FOR A PERIOD OF ONE YEAR AT ASRB LOCATED AT KRISHI ANUSANDHAN BHAVAN-I PUSA, NEW, WHICH MAY BE FURTHER EXTENDED FOR ONE MORE YEAR SUBJECT TO MUTUAL AGREEMENT AND SATISFACTORY PERFORMANCE OF THE VENDOR.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ASRB as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. Earnest money of ₹1,00,000/- and ₹500/- as cost of tender form must be deposited in the form of demand draft/pay order payable to Secretary, ASRB at New Delhi **in person to Under Secretary (GA), ASRB, Krishi Anusandhan Bhawan-I, Pusa, New Delhi-110012 on or before the last date/time of submission.** The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the draft/pay order number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outright.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the Board. 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 Board. An undertaking as per **Annexure-II** is also required to be submitted by the tendering firm.

4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, 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 alongwith the tenders.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm 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 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 a tenderer does not accept the offer, after issue of letter of award by ASRB within 15 (fifteen) 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 document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Board 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 tender and the schedules to the tender and annexure(s), if any, should be signed by the tenderer.
8. Online tenders are invited under two-bid system through e-procurement system. EMD must be deposited with Under Secretary (GA) during working hours i.e. 9.00 A.M. to 5.30 P.M. on all working days (except Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids, failing which bids will not be accepted. EMD must be in the form of Demand draft/Pay order payable to Secretary, ASRB at New Delhi.
9. The rates quoted by each firm for job/service contract in tenders be given both in words and figure, failing which the same is liable to be rejected. Tenders will be opened online by the authorised officer(s). Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at ASRB.
10. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
11. **An amount equivalent to 7.5% of the estimated value of contract** is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the Board. 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 Board to the tenderer.
13. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Annexure 'A'**, based on final computation of amount at the rates indicated by the tenderer. The amount mentioned in Annexure-A is the minimum base and the tenderers are at liberty to quote

any rate above the minimum indicated therein. The bid of those tenderers shall be summarily rejected who quote less than the minimum wage rate and other statutory payments prescribed by Law. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. All such statutory requirements must be incorporated while quoting the rate. However, if the contract is awarded purely at base rate of minimum wages, then the changes notified in the wages, EPF, ESI and any other statutory payments will be made to the deployed manpower by the Contractor and reimbursement of the amount will be done in accordance with the provision of labour laws.

14. The Firm will not charge placement charges or any other account from the manpower deployed with the Board from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.

15. Service Charges are to be mentioned separately by the Tendering Firm.

16. The Service tax or any other tax which is as per the rules of the Govt. of NCT of Delhi shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.

17. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.

19. Decision of Secretary, ASRB shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ASRB. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

20. Acceptance by the Board will be communicated by fax/telegram, express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/ telegram, express letter etc. should be acted upon immediately.

21. The Board does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.

22. The Board, in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I & II of this document, at its discretion, in the interest of the job/work.

23. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ASRB on non-judicial stamp paper of ₹100/- (One hundred only) for work.

24. The following document/vouchers are required to be uploaded with the technical bid (Schedule-I):-

- (a) Scanned copy of DD/Pay order of Earnest Money Deposit (EMD) and tender cost form.
- (b) Scanned copy of Registration Certificate of the firm under Delhi Shops & Establishment Act, 1954 for this purpose.
- (c) Scanned copy of Licence under the Contract Labour (Registration & Abolition) Act, 1970.
- (d) Scanned copies of EPF and ESI Certificate issued by the local Govt.
- (e) Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached.
- (f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
- (g) Scanned copies of last three year's 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, with details in enclosed tabular form (Annexure-I).
- (h) Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years.
- (i) Scanned copy of audited balance sheet of the firm to fulfil the requirement of minimum turnover of the firm not less than ₹50,00,000 (Rupees Fifty lakhs Only) during each of the last three financial years.
- (j) Scanned copies of Income Tax and Service Tax Registration Certificates.
- (k) Scanned copy of Audited Balance Sheet of the firm for last financial year by the Chartered Accountant.
- (k) Scanned copies of PAN Number.
- (l) An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of ₹100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.

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

**Hard copy of the documents uploaded by the firm may also be deposited with this office before the date of opening of technical bid.**

Yours faithfully,



**Under Secretary (GA)**

**For and on behalf of the Secretary  
ASRB, KAB-I, Pusa, New Delhi-110012**

**Tenders for OUTSOURCING MESSENGERIAL SERVICES AT 17 POINTS PER DAY PER MONTH FOR A PERIOD OF ONE YEAR AT ASRB LOCATED AT KRISHI ANUSANDHAN BHAWAN- I, PUSA, NEW DELHI, EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.**

---

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,  
The Under Secretary (GA)  
ASRB, KAB-I, Pusa  
New Delhi-110 012

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for OUTSOURCING MESSENGERIAL SERVICES AT 17 POINTS PER DAY PER MONTH FOR A PERIOD OF ONE YEAR AT ASRB LOCATED AT KRISHI ANUSANDHAN BHAWAN- I PUSA NEW DELHI-12 WHICH MAY BE FURTHER EXTENDED FOR ONE MORE YEAR SUBJECT TO MUTUAL AGREEMENT AND SATISFACTORY PERFORMANCE 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-III 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 dispatch within the prescribed time.

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

- a) 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\_\_\_\_\_.
- b) Every page so attached with this tender bears my/our signature(s) and the office seal.

- c) Pay order/ DD No. \_\_\_\_\_ of ₹. \_\_\_\_\_ drawn in favour of Secretary, ASRB and payable at New Delhi has been submitted to your office on.....(date) on account of earnest money.
- d) Pay order/ DD No. \_\_\_\_\_ of ₹. \_\_\_\_\_ drawn in favour of Secretary, ASRB and payable at New Delhi has been submitted to your office on.....(date) on account tender cost form.

Yours faithfully,

**Date:**

**Signature of witness:**

**Name & Designation of witness:**

**Address:**

**Signature & Seal of the Tenderer**

**Telephone No. Office:**

**Res.:**

**Mobile:**



Schedule –I

SCHEDULE TO TENDERS

PART –I

1. Name of the Firm/Agency with date of establishment with full address, Post Box No. and telephone no. if any.
2. Constitution of the firm/ agency (Attached copy)
  - (i) Indian Companies Act, 1956
  - (ii) Indian Partnership Act, 1932  
(please give names of partners)
  - (iii) Any other Act, if not, the owners
3. (i) 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.
  - (ii) If answer to the above is in negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration
  - (iii) If the answer to point (i) and (ii) above is 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(s)
4. Name, address, tel. no. of the proprietor/ Partner of the agency/firm or if it is a company, the same details of the Director(s) of the company.
5. Name and full address of your banker
6. Your Permanent Income Tax No. / Circle/ Ward (copies of PAN/TAN and Service tax registration to be uploaded)

7. Scanned copy of ESI/EPF valid registration certificates of the firm/valid Licence under the Contract Labour (Registration & Abolition) Act, 1970, Service tax registration certificate.

PART-II

8. Earnest money deposited/Exemption certificate of NSIC/Scanned copy of bank draft (Date of draft should be before the closing date of Tender). Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), in case of exemption.
9. Scanned copies of last three year's 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 organization, with details in enclosed tabular form. (Annexure-I).
10. An undertaking as per attached Format (Annexure-II) duly attested by Notary on a non-judicial stamp paper of value of ₹100/- (Rupees One hundred only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.
11. Scanned copy of audited balance sheet of the firm to fulfil the requirement of minimum turnover of the firm not less than ₹50,00,000 (Rupees Fifty lakhs Only) during each of the last three financial years.
12. An undertaking from the Firm that the Firm will not charge placement charges on any other account from the manpower deployed with the Board. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
13. Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached.

PART-III

14. Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders
15. Name of the permanent representative to be visiting ASRB KAB-I, Pusa, regarding the contract

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

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

**AUTHORISED SIGNATORY**

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



**Schedule -II**

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF OUTSOURCING MESSENGERIAL SERVICES AT 17 POINTS PER DAY PER MONTH FOR A PERIOD OF ONE YEAR AT ASRB LOCATED AT KRISHI ANUSANDHAN BHAWAN- I, PUSA NEW DELHI, EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE AND MUTUAL AGREEMENT.**

Agricultural Scientists Recruitment Board (ASRB/Board) is housed in Krishi Anusandhan Bhawan-I, New Delhi-110 012. It occupies ground plus 2 (two) floors in the KAB-I, Pusa, New Delhi.

**Scope of Work for Messengers:**

The services as detailed below are to be provided to the Sections/ Senior Officers of ASRB, located at Krishi Anusandhan Bhawan-I, Pusa, New Delhi:

- (i) Dak/files distribution within ASRB, KAB-I & II, Pusa, New Delhi.
- (ii) Dak files distribution of Section (including R&D) is to be done continuously throughout the day without delay.
- (iii) Sometimes Dak/files to be delivered outside the ASRB within the NCR Region.
- (iv) Upkeep/arranging of files in the Section.
- (v) Photocopy of papers etc. and making sets, as required.
- (vi) Bringing water/tea etc. for the staff members in the Sections/Senior Officers.
- (vii) To provide supporting staff services during the meetings of the concerned Subject Matter Divisions.
- (viii) Bringing stationery for the use of Section from General Administration Section.
- (i) The services are to be provided for 5 days a week from 9.00 A.M. to 5.30 P.M. Sometimes, in emergency of work, services are to be rendered on Saturday and Sunday and beyond office hours also including holidays etc. Applicable wages per diem shall be paid for such additional duty if performed in lieu of paid holiday.

**Terms & Conditions:**

1. The manpower deployed shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of manpower goes on leave under intimation to this office.
2. Deployment and changes, if any, of manpower shall be done in consultation with Under Secretary (GA).
3. The Secretary, ASRB reserves the right to reject any or all quotations in whole or in part assigning reasons therefore. The decision of Secretary, ASRB shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.
4. The manpower provided shall maintain complete secrecy of the work assignment and shall maintain complete discipline in the premises of ASRB, KAB-I, Pusa, New Delhi.
5. The manpower provided for peon/messengers shall be capable of reading and writing Hindi and English with a minimum qualification of matriculation or equivalent or ITI.
6. The Contractor shall keep a complaint register with his authorised representative, at the site and it shall be open to verification by the authorized officer of ASRB for the purpose. All complaints should be immediately attended to by the Agency.
7. The agreement is terminable with one month notice on either side. It may be extended by another period of one year by mutual consent of the parties. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in Board.
8. The contractor shall not sublet the work without prior written permission of the ASRB.
9. The Contractor will be reimbursed for each point at the consolidated rates as detailed in **Annexure 'A'**, based on final computation of amount at the rates indicated by the tenderer. The amount mentioned in Annexure-A is the minimum base and the tenderers are at liberty to quote any rate above the minimum indicated therein. The bid of those tenderers shall be summarily rejected who quote less than the minimum wage rate and other statutory payments prescribed by Law. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. All such statutory requirements must be incorporated while quoting the rate. However, if the contract is awarded purely at base rate of minimum wages, then the changes notified in the wages, EPF, ESI and any other statutory payments will be made to the deployed manpower by the Contractor, and reimbursement will be made by the Principal employer strictly in accordance with provisions of labour laws.
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 personnel so provided by the agency under this contract will not be the employees of the Board and there will be no employer-employee relationship between the Board and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
12. Reimbursement of bill to the contractor will be made upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by

13. 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, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Board 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, ASRB shall be final and binding on the contractor.
14. Income Tax, if any, in respect of deployed individuals will be deducted from the payment due for the work done as per rule by the Contractor. TDS in respect of contractor will be deducted as per rules applicable from time to time.
15. The manpower should not leave their points unless and until the reliever comes. All the registers shall be kept/maintained in the concerned Section.
16. The selected agency shall provide the necessary personnel at the ASRB as per labour laws prevalent in the NCT of Delhi. The agency shall employ reliable persons with good health in the age group of 21 and preferably upto 45 years. In case any of the personnel so provided is not found suitable by the Board, the Board shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
17. Service charges are to be mentioned separately by the tendering firm.
18. The manpower deployed to this office by the Contracting agency will be adjudged for their suitability for this work by a Committee constituted by the Board.
19. **Risk Clause:** ASRB reserves the right to discontinue the service at any time, if the services are found unsatisfactory, by giving a show-cause notice to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
20. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and Board shall in no way be responsible for settlement of such issues whatsoever.
21. The contractor/agency will furnish to the ASRB full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer/police and also ensure that they possess the requisite academic/technical qualifications of matriculation or equivalent or ITI and also two years' experience in similar field for rendering the requisite services to the ASRB.
22. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Board to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
23. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the ASRB from time to time.

They will be bound by office timings, duty, placement, locations etc., as decided by the Board.

24. The contractor/agency shall make payment of remuneration/wages to its personnel before 7th of every month by RTGS/ECS directly in the Bank Accounts of the deployed personnel. After making the payment, the Contractor shall raise the bill to ASRB for payment of the settled amount. They will submit to the ASRB a copy of the bank statement showing detail of payment made in the Bank Accounts of the personnel alongwith vouchers duly signed by the workers for each month alongwith copy of challans for submission of EPF and ESI contribution.
25. Any loss, theft or damage to the life and/or property of the employees of the ASRB/ICAR Hqrs. and/or property of the ASRB/ICAR shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
26. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the Board besides annulment of the contract.
27. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
28. The Board reserves the right to increase or decrease the manpower deployed to the organization.



### III. LIQUIDATED DAMAGES CLAUSES:

1. An amount equivalent to two days of contract amount subject to a minimum of ₹2000/- will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by ASRB and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. The Firm will not charge placement charges on any other account from the manpower deployed with the Board from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
3. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.
4. If the required number of workers/supervisor are less than the minimum required as a penalty of ₹500/- per worker per day will be deducted from the bill.

The Secretary, ASRB reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of Secretary, ASRB shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

FINANCIAL BID

To,  
**The Under Secretary (GA)**  
**Agricultural Scientists Recruitment Board,**  
**KAB-I, Pusa,**  
**New Delhi-110 012**

Sir/Madam,

I/We wish to submit our Tenders for **OUTSOURCING MESSENGERIAL SERVICES AT 17 POINTS PER DAY PER MONTH FOR A PERIOD OF ONE YEAR AT ASRB LOCATED AT KRISHI ANUSANDHAN BHAWAN- I, PUSA ROAD, NEW DELHI - 110012 and EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE** on the following rates:-

No.	Particulars	Per Month
1.	Monthly service charges/agency charges in Rupees (Figures and Words) over and above the threshold of total <b>₹216584.59</b> given in Annexure-A, peon/messengers at 17 points.	<hr/> (₹ in figures) <hr/> (₹. in words) <hr/>

**Note:** 15% Service tax will be payable on total amount by the ASRB to the agency on production of required documents.

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

I/we have carefully read the terms and conditions of the tender and agreed to abide by these in letter and spirit.

Signature \_\_\_\_\_  
Name & address of the firm \_\_\_\_\_  
Telephone no. \_\_\_\_\_  
Mobile no. \_\_\_\_\_

- **Note- Bids quoting 'Nil' charges/consideration shall be treated as unresponsive and will not be considered.**

## DRAFT SPECIMEN AGREEMENT

This agreement is made at ..... (place) .....on (month/year)..... day of between Agricultural Scientists Recruitment Board (hereinafter called ASRB) through..... (designation of the competent authority in ASRB) ..... 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 ASRB has decided to assign the annual job work contract for providing..... (nature of job) :.....at Krishi Anusandhan Bhawan-I, New Delhi-12 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 ASRB by giving one calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for one year.
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 at all times and for all purposes be deemed to be employees of the firm and the ASRB shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ASRB premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ASRB shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ASRB.
7. The manpower deployed by the agency should work as per the working days and timings of the ASRB.
8. Wages to be paid to the contractual manpower will be at least as per Minimum Wages prescribed by Govt. of NCT of Delhi. Current wages and allowances will be as per **Annexure 'A'**.
9. Monthly consolidated charges for job/ work contract for providing ..... services at ASRB is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. service tax and other taxes as

applicable will be paid to the firm by the Board. The firm will raise a bill of this amount on 1st working day of every month and the payment will be released by the Board through RTGS 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.

10. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Secretary, ASRB. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
12. That the firm shall issue identity card to each of the workers engaged for entry in ASRB 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, ASRB shall cancel the contract.
15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ASRB on account of any failure to comply with the obligations under various laws or damage to ASRB due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the ASRB and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ASRB 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.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Board which is attributable to the firm, the full damages will be recovered from the firm as decided by Board.
19. The firm shall not transfer its right or sub- contract to anyone else.

20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Board in any manner.
23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified 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 equivalent to two days of contract amount subject to a minimum of ₹2000/ will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section it will be brought to the notice of the supervisory staff of the firm by ASRB and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. The Firm will not charge placement charges on any other account from the manpower deployed with the Board. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
3. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
4. If the required number of workers/supervisor are less than the minimum required, a penalty of ₹500/- per worker per day will be deducted from the bill.

The decision of the competent authority at ASRB 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 ASRB)

Witness:-

1. \_\_\_\_\_

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

UNDERTAKING

I/We have read and understood General Terms and Conditions contained in the ASRB's application form for contract. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by AGRICULTURAL SCIENTISTS RECRUITMENT BOARD.

I/We do hereby also accept ASRB have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ASRB any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ASRB to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature: .....

Name: .....

Designation: .....

Address: .....

Place: .....

Date: .....

**Financial implication for outsourcing of contractual manpower for Messengerial/Peon Services for 17 points per day per month**

S.No	Particulars	Pay & Allowances (in ₹)	Remarks
(i)	(ii)	(iii)	(iv)
01.	Minimum wages as prescribed by Govt. of NCT of Delhi w.e.f. 01.10.2016*	10764.00	*Liable to change every six month (i.e. 1 <sup>st</sup> April and 1 <sup>st</sup> October every year)
02.	EPF @ 13.61% (@ ₹15000/- being the maximum limit on part of employer vide EPFO notification No. Actuarial/18(2)2008/Vol.III/773 8 dated 29.08.2014)	1464.98	Break-up of employer's share:- <ul style="list-style-type: none"> <li>• Employer's share in EPF (3.67%) = 395.03</li> <li>• Employer's share in EPS (8.33%) = 896.64</li> <li>• Employer's share in EDLIS (0.5%) = 53.82</li> <li>• Employer's administrative charges (1.11%) = 119.4</li> <li><b>Total=1464.97</b></li> </ul>
03.	ESI @ 4.75%	511.29	
04.	<b>Sub-total (1+2+3) (Cost per point per month)</b>	<b>12740.27</b>	
05.	<b>Total cost for 17 points per month (04 x 17)</b>	<b>216584.59</b>	
06.	Total cost for 17 points for a year (05 x 12)	<b>2599015.08</b>	<b>Exclusive of service charge levied by the service provider</b>
07.	Service charge/agency charge to be quoted by the contractor		

**Note:** 15% Service tax will be payable on total amount by the ASRB to the agency on production of required documents.

- ❖ Further minimum wages will be revised as per Govt. of NCT of Delhi/ Govt. of India, as may be applicable, from time to time.