



भाकृअनुप-राष्ट्रीय जैविक स्ट्रेस प्रबन्धन संस्थान बरौडा, रायपुर, छत्तीसगढ़-493 225

ICAR-NATIONAL INSTITUTE OF BIOTIC STRESS MANAGEMENT
BARONDA, RAIPUR, CHHATTISGARH – 493 225



director.nibsm.cg@nic.in Fax No. : 0771-2225351, Tel. No.- 0771-2225352, Office : 0771-2225333

F. No. : 9-11/NIBSM/2019

Dated: 20/02/2019

NOT TRANSFERABLE

NOTICE INVITING TENDER

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR **FIELD WORK ON AREA/SAMPLE/ UNIT BASIS** AT ICAR- NATIONAL INSTITUTE OF BIOTIC STRESS MANAGEMENT, BARONDA, RAIPUR (C.G.) - 493225

A. Fee of Tender Form : Rs. 1000/- (Rupees One thousand only) through DD only (non-refundable)

B. Last date for receipt of Tenders in Office : 15-03-2019 at 13.00 hrs.

Tender through Registered Post/Speed Post/Courier or by-hand delivery should be put in Tender box only.

C. Tenders (Technical Bid) to be opened at : 15-03-2019 at 14.30 hrs.

D. Tenders (Financial Bid) to be opened at Will be notified after evaluation of Technical bids to the technically qualified bidders and also displayed on institute website :- www.nibsm.res.in

E Pre-Bid meeting will be held on 11-03-2019 at 11.00 AM at NIBSM, Baronda
on our web – site www.nibsm.res.in

Bidding firms should mention their email id, Phone No., FaxNo. for giving information regarding on date of opening of financial bid.

E. Tender to remain open for acceptance up to 120 days from the date of opening.

F. The details of the Tender document including Technical Bid & Financial Bid available in the Institute Website www.nibsm.res.in and Central Public Procurement Portal <https://eprocure.gov.in/cppp/>. This may be downloaded.

NOTE

1. The Director, ICAR-NIBSM, Raipur 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.
3. Tender document downloaded from website of the Institute/CPP Portal should be accompanied with DD for Rs.1000=00 (Rupees one thousand only) as a **Tender Fee** only in favour of ICAR Unit-NIBSM, Raipur, payable at Raipur, **without which tenders will not be entertained**. Tender fee is non refundable. Personal cheque will not be accepted.
4. The Tender should consist of **two Bids system** – The **Technical bid (Annexure-A)** and the **Financial bid (Annexure-B)**. **Both must be submitted in two separate envelopes sealed and put in a single main cover. The outer main cover should be super scribed as**

**Tender Notice of JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/
UNIT BASIS at ICAR-NIBSM-Raipur**

The Bidding Firm should give their complete address on the bottom left corner of the Main Cover.

5. The Earnest Money Deposit Rs.100,000=00 (Rupees One lakh only) through Account Payee Demand Draft/Banker's Cheque/Bank Guarantee/FDR in favour of ICAR Unit NIBSM, Raipur payable at UCO Bank Krishak Nagar along with all technical details should be mandatory kept in the Technical Bid only. The Financial Bid should consist of only the Rates per unit work as required.
6. The Financial bid will be opened only of those firms whose technical bid is correct to the requirements asked by the Institute.

ICAR – National Institute of Biotic Stress Management, Baronda, Raipur

From: **The Director**
ICAR-NIBSM, Baronda,
Raipur, Chhattisgarh

Dear Sir(s)/Madam,

Sealed tenders are hereby invited on behalf of the **Director, ICAR – National Institute of Biotic Stress Management, Baronda, Raipur.** 493225 for contract of **FIELD WORK ON AREA/SAMPLE/ UNIT BASIS” at ICAR-NIBSM, Raipur.**

Terms & Conditions:

1. Tender process will involve two bid system viz. i) Technical bid comprising of technical details and requirements of the tender (Annexure-A) and ii) Financial bid involving Rates, quantity etc. (Annexure-B)
2. Only those firms will be considered for financial bid who will qualify in the technical bid.
3. An earnest money of **Rs.100,000=00 (Rupees One lakh only)** must be deposited in the form of Account Payee Demand Draft/ Banker's Cheque/Bank Guarantee/FDR in favour of **ICAR Unit- NIBSM, Raipur payable at Raipur.** The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened.
4. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not revert 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 be refunded to tenderer after he has applied for the same, in the manner prescribed by the Institute.
5. The tender form (technical bid) should be returned intact and pages and annexure should not be detached. In the event of the space provided on the Technical bid being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
6. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the Technical bid 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.

7. If tenderer does not accept the offer, after issue of letter of award by Institute within 21 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
8. 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 / Institute 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 annexure should be signed by the tenderer.**
9. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscripted

Tender Notice of JOB WORK CONTRACT FOR PROVIDING **FIELD WORK ON
AREA/SAMPLE/ UNIT BASIS**+at ICAR-NIBSM, Raipur

10. **All Tenders should be sent by Registered Post/Speed, Post/Courier.** Tenders to be hand delivered should be put in the Tender box which will be kept in the office of ICAR-NIBSM, Baronda, Raipur, Chhattisgarh . 493225 on or **before 15-03-2019 13.00 hrs.**
11. The rates quoted by each firm for job work contract in tenders are given both in words and figures. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the technical bids of 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.
12. 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. While examining the bids, if it appears that the rates is so low that the contractor cannot pay the minimum wages, the rate will be rejected and not be used for comparison. Other conditional Tenders will not be accepted.
13. Successful bidder/s will have to deposit Security Deposit /Performance Security 10% of the estimated value of the contract. The security deposit is to be submitted through Account Payee Demand Draft/Banker's Cheque/Bank Guarantee/FDR within 21 days after the issue of letter of award by the Institute which shall remain with the Institute till the mentioned service period and shall thereafter be returned, without any interest, only after the successful completion of work. Performance security should remain valid for period of 60 days beyond dated of completion of all statutory and contractual obligations of supplier. In the event of non-deposition of the same, the earnest money will be forfeited. Bid security will not be linked to any pending amount in the Institute. EMD will be refunded to successful bidder, on receipt of performance security.
14. **Any interest** on security deposit and earnest money deposit, performance security **is not admissible** to be paid by the Institute to the tenderer.
15. Service tax/GST or any other tax where applicable or made applicable after awarding the contract in respect of this contract shall be payable to the tenderer as per rules who will comply it with information to the Institute. However, Agricultural and animal related works are exempted from service tax according to rule 66D of service tax act.
16. However the taxes as applicable 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. The tenderer/ contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.

18. The tenderer/ contractor/agency shall provide documentary proof of their Staff/Supervisors with their ESI & EPF contributions registered. In case of successful tenderers not having such contribution registered, the registration certificate shall be provided within 60 days of award of tender failing which the EMD/ Security deposit shall be forfeited.
19. The contractor/firm/agency has selected agency will engage sufficient number of labour force/personnel for ICAR-NIBSM, Baronda, Raipur as per labour acts prevalent in Raipur (C.G) for satisfactory performance of the work. The agency shall employ good and reliable persons with robust health. In case any of the personnel so provided is not found suitable by the Institute, the same may be replaced by the contractor/firm, the Institute shall have the right to ask for its replacement without giving any reason thereof and the agency on receipt of a written communication will have to replace such persons immediately.
20. Contractor/firm/agency has to pay applicable minimum wages fixed by Central Government/Chhattisgarh State **whichever is higher** and contractor/firm/agency is also bound for ESI & EPF contribution of workers with information to ICAR-NIBSM, Raipur.
21. The bidders shall enter in to an agreement regarding Pre-Contract Integrity Pact as per Annexure-III with the National Institute of Biotic Stress Management, Baronda, Raipur. While submitting the tender it has to be signed and submitted as part of tender document.
22. Canvassing in any form is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.
23. After physical inspection of the site, very detailed assessment/requirements of personnel for providing allied services at the Institute shall have to be furnished along with the Tender. No request for alteration in the rates once quoted will be permitted within one year or up to the extending contact period, whichever is later.
24. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost (minimum wages + EPF + ESI and his service charge) and taxes (if applicable) etc. The Institute shall not bear any extra charge on any account whatsoever i.e., Uniform, Liveries, OTA, tools, equipment etc. etc.
25. The contractor/firm/agency 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 Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director/Head of Office ICAR-NIBSM, Baronda, Raipur shall be final and binding on the contractor.
26. Income Tax (TDS) will be deducted from the payments of the contractor/firm/agency as per rule.
27. 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.
28. Any compensation for disengagement on account of death, disability or any mis-happening of any labors(s) provided for deployment in the ICAR-NIBSM Campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability. The contractor should insure the person engaged by him for job/work contract work at NIBSM for all coverage of causality, death or accident or illness, at their own.
29. The contractor/firm/agency is wholly responsible to supply the personnel in the institute premises and if any accident/untoward incident happen, on account of improper workmanship with the concerned person during duty, the whole responsibility for settling the case with police/court, labour law lies with the contractor.
30. The NIBSM shall have no liability whatsoever towards any other personal or equipment of the Agency. All statutory requirements for the workmen engaged for NIBSM Contract work are to borne by the Agency/Firm/Contractor and shall be sole responsibility of the Agency/Firm/Contractor.

31. Since the different job contract work as mentioned in the tender will be awarded on Job/ Work Contract basis only, the workers deployed by the contractor do not have right to demand/claim for jobs, their wages and statutory/obligations from this Institute.
32. The contractor/firm/agency will be the employer for the man power deployed at this Institute and accordingly, the contractor needs to complete all legal formalities.
33. The contractor/firm/agency should ensure that the qualified and experienced persons capable for the job as per the requirement of work specified in the details of jobs to be done are provided/engaged for attending the work.
34. The workers/labour(s) are to be issued with identity card by the contractor/firm/agency. The workers have to display identify card as and when they enter into the institute.
35. The workers engaged by contractor/firm/agency on job contract/work contract will not be on payroll of the Institute (NIBSM, Raipur) and will not be entitle to any benefit as applicable to the employee of ICAR-NIBSM.
36. The contractor shall be fully responsible for the work allotted and shall not indulge in any other activities than doing specified job allotted to them. In case of any loss/damage to institute property or its interest of contract value or violating any clause given in tender the competent authority shall be free to impose penalty as per penalty clause and deduct the same from the security deposit/EMD/performance security or any pending payment of the firm/contractor/agency with institute.
36. The Technical Bid should contain Earnest Money Deposit (EMD) of an amount of Rs.100000/- in the form of bank Demand Draft in favour of ICAR Unit NIBSM payable at Raipur (to be submitted with Technical bid) without which the tender shall be summarily rejected. EMD of tendering parties, whose tenders are not accepted, shall be refunded without interest, within 60 days of opening of tenders.
37. The EMD is liable to be forfeited if the tenderer withdraws the tender within the period of validity of the tender.
38. The successful tenderer shall be required to deposit the Security money of 10% of the total bid value at the time of acceptance of Work Order/Award Letter through Demand Draft in favour of ICAR Unit, NIBSM, payable at Raipur. No Interest shall be paid on such security deposit, which shall remain with the NIBSM during the period of the contract and it shall be released after two months of the expiry or termination of the contract after deducting dues, recovery, etc., if any.
39. The entire mandatory requirement like EPF, ESI etc. are to be fulfilled by the bidders and to be mentioned in the tender document. In the event, any bidder cannot submit the document at the time of bid submission; the bidder may be given 60 days time to fulfill the requirements. Failing to provide document of the term & conditions, the security money, EMD of the defaulter bidder will be forfeited and the work order will be cancelled.
40. The monthly wage payment is to be made by 7th of every month through account payee cheque or online bank transfer in the presence of authorized officials of ICAR-NIBSM, Raipur irrespective of bill clearance from office otherwise Penalty will be imposed in case of delayed payment or less-payment as per penalty clause from the service charge/security deposit of the agency. Payment for service contract will be made monthly upon submission of pre receipted bill to Farm Section. The payment to contractor is to be made through e-payment.
41. Risk Clause: Institute 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 EMD/Security Deposit/Performance Security or pending bills or by rising a separate claim.
42. The contractor shall himself maintain his labour force and supervisory staff as required and as directed from time to time by the indenting officer of the Institute to provide highest standards of functioning of the farms/office.
43. The supervisory staff of the contractor should be present (in attendance) at the places where job works are undertaken. Any changes made in the supervisory staffs should immediately be intimated to the Head of Office / OIC (Farm)/Scientist In-charge/ In-charges of different Section immediately.

44. The work shall not be considered as completed satisfactorily until the OIC(Farm) /Head of Office / authorized supervisor of the farm/Incharge of different sections has certified in writing that the work they have been completed satisfactorily and animals are maintained properly and all the assigned jobs are completed.
45. The contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of the Institute for the purpose. Complaints should be immediately attended to by the Agency.
46. The sufficient manpower/machinery should be ensured for continuity of ongoing works till their completion.
47. Payment will be released on monthly arrear basis after receiving the bills in triplicate and certification by Head of Office and concern authorised person. Since there may be delay in releasing payment by NIBSM the Agency due to contingencies payment of wages to the manpower staff by the agency should not be linked with receiving of payment from NIBSM and the contractor / agency shall pay the wages as per central Govt. rate to his staff deployed / engaged at NIBSM by 7th of every month.
48. Latest notification for minimum wages for unskilled manpower of labour minimum wages act of central govt must be considered for quoting financial bids
49. The private agencies should have at least one office of their own with telephone, fax, email facility at Raipur.
50. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR-NIBSM, Raipur for the purpose. All complaints should be immediately attended to by the Agency.
51. The personnel engaged by the agency for this job contract will not be an employee of the ICAR-NIBSM and there will be no employer-employee relationship between the ICAR-NIBSM and the personnel so engaged by the contractor.
52. The non compliance of schedule of work in respect of manpower, quality material and work performance to the satisfaction of concerned Authorised person may attract the penalty of deduction of payment worked out on pro-rata basis from the monthly charges for the portion of services completed after scheduled time.Firms quoting zero percent service/agency charge will be rejected out rightly. The firm should quote agency charges as a whole number. Charges quoted in fraction/decimal point will be taken as nearest & higher whole number for evaluation purpose.The firms/bidders must submit a documentary proof stating place of its Headquarter and regional offices.
53. **LIQUIDATED DAMAGES CLAUSE:** Whenever and wherever the contractor/firm/agency is unable to undertake the work it will be brought to the notice of the contractor by the Farm Incharge/l/c Concerned section/indenting officer & countersigned by the Head of Division/Head of Office or higher authority and if no action is taken within one day liquidated damages clauses will be invoked for essential activities likely milking, feeding of animal, electricity & water supply related works etc. and for one day for agricultural activities etc. equal to the actual loss In non-completion & half of work the payment of that bill will not be paid to the contractor/firm. If the work complete is late as per schedule given to the contractor/firm/agency the concerned verifying officer will assess the quantify of loss and shall mention on the body of bill and that amount shall be deducted from the payment of the contractor/firm/agency. If amount is more than the bill the same shall be deducted from the other bill of the contractor/firm/agency & also from future payment of the contractor. If no amount is available with office, the same may be deducted from his performance security/security deposit or any other payment lying with office.
54. **Loss and/or Damages :** In case of any loss or damage done to the property of the Institute attributable to the personnel for the contractor, the full damages will be recovered from the Agency/Contractor.
55. Any misconduct/misbehaviour on the part of the manpower deployed by the agency is undesirable tolerated and such person(s) will have to be replaced immediately by the contractor on reporting by work the indenting officer.

56. Minimum turnover of the firm should not be less than Rs. 50,00,000/- (Rs. Fifty lakhs only) during the last three financial years.
57. Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishment/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/ Reputed public or private organizations, provide the details in enclosed tabular form.
58. Certified Balance Sheet of the firm for last three years of the service contract by the chartered Accountant.
59. Provide details of EPF & ESI contributions for staff deputed during the current year (Challan copy to be enclosed)
60. GST registration certificate issued by Govt. etc.

TERMS OF CONTRACT

61. Initially the terms of the contract will be for ONE YEAR and the contract may be renewed or extended for further period on mutually agreed T&Cs subject to satisfactory services provided by the agency. On the expiry of the contract or on its termination, the NIBSM reserves the right to renew the contract on quarterly/half-yearly/yearly basis on the same terms and conditions that may be mutually agreed upon.
62. The agreement is terminable with one month notice on either Side.
63. The contractor shall not sublet the work without prior written permission of the ICAR-NIBSM, Raipur.
64. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services. The contractor/firm/agency shall declare in writing if he is related to any officer/employee of the NIBSM, Raipur with details of relationship thereof along with the tender.
65. Acceptance by the Institute will be communicated by Registered post / FAX/ Express letter. or any other form of communication. Tenderers are requested to give their FAX numbers for early response.
66. Successful Tenderer will have to enter into a detailed contract agreement with ICAR-NIBSM on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only).
67. The Director, NIBSM, Raipur, reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof at any stage. The decision of Director, NIBSM, Raipur shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
68. Decision of Director, NIBSM, Raipur 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, NIBSM, Raipur. 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.
69. All disputes are subject to Raipur (C.G) jurisdiction only.
70. Corrigendum, if any for change or correction in the tender document by this Institute, may kindly be seen on our website www.nibsm.org.in /Central Public Procurement portal only.

Yours faithfully,



(A.A.Goswami)

Sr. Administrative Officer

ICAR-National Institute of Biotic Stress Management
Baronda, Raipur, Chhattisgarh (493225)

TECHNICAL BID

(Technical bid to be enclosed in a separate envelope with seal)

Tender for the contract for "JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS at ICAR-National Institute of Biotic Stress Management, Baronda, Raipur - 493225

From

o o o o o o o o o o o o o o o o ..
o o o o o o o o o o o o o o o o ..
o o o o o o o o o o o o o o o o ..

To

**The Director,
ICAR- National Institute of Biotic Stress Management,
Baronda, Raipur, Chhattisgarh- 493225**

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for **JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS** at ICAR-NIBSM, Raipur and agree to provide the services as detailed in the tender herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in FINANCIAL BID (Annexure-B) to this Tender and I/we agree to hold this offer open till 120 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.

1. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
2. I/We have filled all Technical Bid (Annexure-A) & Financial Bid (Annexure-B) and also agreed to provide the services as per the terms and conditions mentioned in the tender. Every page so attached with this Tender bears tenderer signature and the office/firm seal
3. Account Payee Demand Draft/Banker's Cheque/Bank Guarantee/FDR No. o o o ..o o o o o .of Rs. o o o o o o drawn in favour of ICAR Unit NIBSM, Raipur and payable at UCO Bank, Krishak Nagar, Raipur is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer

Telephone No. & Office o o o o o o ..

Resi o o o o o o o o o o o o o o

Mobile o o o o o o o o o o o o o o

Signature of witness to contractor's signature o o o o o o o o o o o o o o .

Name & Address of Witness: o o o o o o o o o o o o o o o o .o o o o

Occupation: o

Telephone No. o o o o o o o o o o ..Mobile No. o o o o o o o o o o o o o o .

		Annexure-A
		<u>TECHNICAL BID PROFORMA</u>
S. No.	Particulars	Details to be filled in the space as mentioned below & attach the document with this bid mentioning annexure no. as allotted in the columns as mentioned below) (if space is less, for mentioning the details attached supplementary pages mentioning S.No., Particulars of Technical Bid & every page should be signed by the contractor/firm)
1.	Tender Fee Rs. 1000/- (Rupees one thousand only) payable in favour of ICAR Unit- NIBSM, Raipur Payable at Raipur (only through DD)	Demand Draft No. _____, dated _____ .Bank _____ , Amount Rs. _____ .. (Attached as Annexure . 1)
2.	EMD Details (only through Account Demand Draft/Banker's Cheque/Bank Guarantee/FDR)	Demand Draft/Banker's Cheque/Bank Guarantee/FDR No. _____ Dtd _____ .. Bank/Branch _____ , Amount Rs. _____ .. (Attached as Annexure . 2)
3.	Name of the Firm/Agency	(Attached as Annexure . 3)
4.	Full address with Post Box No. and Telephone No. if any	(Attached as Annexure . 4)
5.	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.	(Attached self attested copy as Annexure . 5)

6.	<p>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.</p>	<p>(Attached self attested copy as Annexure . 6)</p>
	<p>i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.</p>	<p>(Attached self attested copy as Annexure . 6(i), if applicable)</p>
	<p>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 partners.</p>	<p>(Attached self attested copy as Annexure . 6(ii), if applicable)</p>
7.	<p>Name and Full Address of the Bank details for Electronic-payment</p>	<p>(i) Name of the Account holder/firm/contractor (Payee's Account Name) _____ (ii) Nature of Account (saving/current) _____ (iii) Name of the Bank _____ (iv) Bank Account No. _____ (v) Branch Address _____ (vi) IFSC Code of Bank/Branch _____ (vii) Signature of the Account Holder _____</p> <p>(Attached as Annexure . 7)</p>

8.	Permanent Income Tax No.Circle/ Ward (Individual/Firm/Company Name . clearly indicate)	PAN No. 0 0 0 0 0 0 0 0 0 0 (Attached self attested copy as Annexure - 8)																				
9.	Registration certificate of the firm under the work contract of Govt. of India/State Govt.	(Attached self attested copy as Annexure - 9)																				
10.	Minimum turnover of the firm not less than (Rs 50 Lakh (Rupees Fifty lakh) only during the last Financial year. Copy enclosed for reference	(Rs in Figures.) (Rupees in words 0 .) (Attached self attested copy as Annexure -10)																				
11.	Last three yearscontinuous experience of the firm in the field of providing such services/labourers in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/State Govt. Provide the details in tabular form	<p>Details of the Minimum 3 years experience/work done</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Name of the Deptt./ organization & Name of contract Person with Ph. No.</th> <th colspan="2">Period</th> <th rowspan="2">No. of staff deployed</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Name of the Deptt./ organization & Name of contract Person with Ph. No.	Period		No. of staff deployed	Remarks	From	To	1.						2.					
Sl. No.	Name of the Deptt./ organization & Name of contract Person with Ph. No.	Period			No. of staff deployed	Remarks																
		From	To																			
1.																						
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		3.							
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		7.							
		8.							
		9.							
		10.							
		(Attached as Annexure -11 (if space is less, attached another sheet))							
12.	Certified Balance Sheet of the firm for last year of the service contract by the chartered Accountant	(Attached self attested copy as Annexure-12)							
13.	Employee EPF registration certificate issued by local govt. etc.	(Attached self attested copy as Annexure -13/ Certify to make available within 60 days)							
14.	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years	(Attached self attested copy as Annexure -14)							
15.	Employee ESI registration certificate issued by local govt. etc.	(Attached self attested copy as Annexure -15/ Certify to make available within 60 days.)							

16.	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.	(Attached self attested copy as Annexure-16)
17.	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.	(Attached self attested copy as Annexure-17)
18.	Service tax registration certificate issued by Govt. and ISO CERTIFICATE etc.	(Attached self attested copy as Annexure-18)

19.	Duly signed GAR-43 form for refund of EMD comprising details of EMD amount to be deposited with the tender	Proforma of GAR 43 to be affixed with Rs. 1 Revenue stamp & signature on the claimant place for returning of EMD (Attached as Annexure -19)
20.	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	1õ õ õ õ õ õ õ õ õ õ õ õ õ .. 2õ õ õ õ õ õ õ õ õ õ õ õ õ õ (Attached self attested as Annexure-20)
21.	Name of the Permanent Representative to be visiting NIBSM- Baronda, Riapur, regarding the contract	1õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ . 2õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ 3õ õ õ õ õ õ õ õ õ õ õ õ õ õ 4õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ (Attached attested copy as Annexure-21)

22.	Any other relevant information	
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(To be kept in separate envelope and the words “**JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS at ICAR-National Institute of biotic Stress Management, Baronda, Raipur - 493225**” should be written clearly and prominently on this envelope along with Tender ID Number & date of opening)

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

Only technically qualified firms/bids will be considered for financial bid

Date :

Place:.....

**Signature & Seal of the Tenderer
Authorised Signatory**

**ICAR-National Institute of Biotic Stress Management
Baronda, Raipur (C.G.) INDIA
G.A.R. 43
[See Rule 186 (1)]**

APPLICATION-CUM-BILL FOR REFUND OF DEPOSIT

Month
Bill No.
Head of Account.....

Original Challan/DD/BC of Receipt No. & date	Bank/Office in which deposited	Name of Depositor	Amount originally deposited

Received thisday of.....20 the sum of Rupees.....being repayable on account release of deposit describe above.

1. Received payment of Rs (Rupees)
 for arranging disbursal 0 0 0 0 0 0 0 0 0 0 0 0 to Claimant(s)
 Passed for payment of Rs
 2. Rupees 0 0 0 0 0 0 0 0 0 0 0 0 ..

Claimant's Signature Signature & Seal of the Tenderer (with Rs. 1=00 revenue stamp affixed)

Date : Drawing & Disbursing Officer

For in pay and Accounts Office in case of endorsement I above

Admitted for payment of Rs(Rupees payment by Cheque No. Date Finance and Account Officer

Delete whichever of endorsement 1 or 2 inapplicable.

FINANCIAL BID

Last date for receipt of Tender : 15/03/2019 up to 13.00 hrs.

Date of opening : Will be notified after evaluation of Technical bids on our web . site www.nibsm.res.in. Bidding firms should mention their email id, Phone No., Fax No. For giving information of the date of opening of financial bid.

To,
The Director,
ICAR- National Institute of Biotic Stress Management, Baronda, Raipur
Baronda, Raipur (C.G.)-493225

Sir,
I/We wish to submit our Tender for the %**JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS**” AT **ICAR- NIBSM, Baronda, Raipur (C.G.)** on the following rates:

No.	Particulars	Per unit
1	Consolidated rate offered for JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS at ICAR-National Institute Of Biotic Stress Management, Baronda, Raipur- 493 225 in accordance with the highest standards of Agricultural Jobs and Allied services and as per the terms and conditions specified in the Tenders including all labour (minimum wages, EPF, ESI his service charge etc.), material, transportation, specially covered all acts and taxes etc. as applicable from time to time.	Rates may be filled enclosed in Financial Bid (Schedule II & III) against

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

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

Signature o

Name & Address of the Firm o

o o

Telephone No o o o o o o o o ..Mobile No o o o o o o o o o o o o o o o o .

e-mail o ..

Fax o o o o o o o o o o o o o o o o ..

Financial Bid**SCHEDULE-II**

क्र. संख्या	कार्य का विवरण	दर रूपये
1	ट्रैक्टर ट्राली (80 घन फीट) में खाद के गड्डे से गोबर की खाद भरकर पूरे खेत में समान रूप से फैलाना	रु. प्रति ट्राली
2	सामान्य फील्ड परीक्षण प्लाट में लेआउट एवं मेंड बनाने का कार्य	रु. प्रति 10 वर्ग मीटर
3	बुवाई कार्य एवं बीज को ढकना	रु. प्रति हैक्टेयर
4	नहर /पंप के द्वारा खेत/खड़ी फसल/लॉन/बगीचे में सिंचाई (कार्य समाप्ति के बाद पाइप यथास्थान रखने होंगे)	रु. प्रति हैक्टेयर
5	खुरपी द्वारा निराई गुड़ाई कार्य (खुरपी, कुदाली, फावड़ा ठेकेदार का)	रु. प्रति हैक्टेयर
6	खरपतवार नियंत्रण (हस्त.): रबी एवं खरीफ फसलों के सभी प्रकार के अनुसंधान प्रक्षेत्रों व उपज प्रक्षेत्रों व संस्थान के सभी लॉन (3) के खरपतवारों को हाथ व मानव चालित हल्के उपकरणों (हो इत्यादि) द्वारा जड़ सहित निकालना, निकाले गए खरपतवारों को संस्थान द्वारा चिन्हित जगह पर डालना। (उपकरण ठेकेदार द्वारा उपलब्ध कराने होंगे)	रु. प्रति हैक्टेयर
7	कृषि रसायनों का छिड़काव करना (स्प्रे मशीन, रसायन व पानी संस्थान द्वारा उपलब्ध कराया जायेगा)	रु. प्रति हैक्टेयर
8	सामान्य फसल/परीक्षण प्लाट से फसल काटकर कटाई एवं एकत्र करके ट्राली में भरकर थ्रेसिंग स्थान तक पहुंचाना (ट्रेक्टर, ट्राली, ड्राइवर, डीजल इत्यादि संस्थान द्वारा उपलब्ध कराया जायेगा)	रु. प्रति हैक्टेयर
9	कंबाइन से कटी फसलों के फसल अवशेष को चिन्हित स्थान पर एकत्र करना	रु. प्रति हैक्टेयर
10	थ्रेसिंग यार्ड पर एकत्र फसल की थ्रेसिंग करके व सफाई करके दानों को बोरो में भरकर वनज कराकर स्टोर में जमा कराना (मशीनरी संस्थान उपलब्ध करायेगा)	रु. प्रति हैक्टेयर
11	फसलों/सब्जियों की तुड़ाई एवं साफ कर वजन कराकर जमा करना	रु. प्रति हैक्टेयर
12	प्रक्षेत्र सड़क एवं अन्य सामान्य/परीक्षण क्षेत्र में फावड़ा द्वारा छिलाई करके वीडर द्वारा सफाई करना (फावड़ा ठेकेदार का)	रु. प्रति हैक्टेयर
13	पौधशाला हेतु मृदा तैयार करना एवं फसल लगाना	रु. प्रति हैक्टेयर
14	नर्सरी से पौध को मुख्य प्रक्षेत्र तक पहुंचाना एवं रोपाई करना	रु. प्रति हैक्टेयर
15	खाद एवं उर्वरक का छिड़काव कार्य	रु. प्रति हैक्टेयर
16	बगीचा में वृक्ष लगाने हेतु गड्ढा (45 से.मी.X 45 से.मी.X45 से.मी.) खुदाई	प्रति 100 गड्ढा
17	बगीचा में थाला बनाना	प्रति 100 गड्ढा
18	प्लास्टिक मल्टिप्लिंग बिछाने का कार्य	प्रति 100 गड्ढा
19	गमलों की भराई कार्य	प्रति 100 गमला
20	मृदा एवं पौधे की सेम्पलिंग करने का कार्य	प्रति 100 सैपल

21	हस्तचलित मशीन द्वारा लॉन काटना (मशीन संस्थान द्वारा उपलब्ध कराई जायेगी)	दरप्रति 1000 वर्ग मीटर
22	हैज की कटाई/छटाई करके काटे गये अवशेषों को ट्राली आने पर उसे ट्राली में भरकर संस्थान में चिन्हित स्थान पर डालना।	रु. प्रति कटाई 100 मीटर
23	लॉन लगाना (घास की रूट स्लिप बनाकर)	रु. प्रति 100 वर्ग मीटर
24	फेन्सिंग पोल को गाड़ना (पोल, बजरी, सीमेंट, गिट्टी, कंटीलें तार संस्थान द्वारा उपलब्ध कराया जाएगा)	रु. प्रति पोल
25	<p>संस्थान के प्रशासनिक भवन (1), संयुक्त निदेशक कार्यालय का भवन (1), प्रयोगशालाएं (5), प्रशिक्षण भवन एवं पुस्तकालय (1), तथा इन भवनों एवं प्रयोगशालाओं के आसपास नियमित सफाई (भवनों के प्रत्येक कमरों की सफाई पौछा तथा मकड़ी के जालों की सफाई, सीलिंग पंखों, दरवाजों एवं खिड़कियों के कॉच, ग्रिल आदि की सफाई)। सफाई का सामान (झाडू, ब्रुश, पोछा, फिनाइल, कोलीन, विम, डस्टर, कुड़ेदान, डोमेक्स, हारपिक, टैक्टर-ट्राली) कार्यालय से उपलब्ध कराया जाएगा। इसके लिये ठेकेदार संस्थान द्वारा बताये गये स्थान पर अपने कर्मचारियों की उपस्थिति सुनिश्चित करेगा, जिससे की सफाई में कभी भी व्यवधान उत्पन्न न हो। आवश्यकता पड़ने पर किसी भी दिन कार्य करने के लिए कहा जा सकता है। (रविवार तथा राष्ट्रीय अवकाश को छोड़कर)। कचड़े को संस्थान में चिन्हित स्थान पर फेंकना। संस्थान द्वारा सफाई के सामान को सफाई कर्मियों द्वारा जानबूझ कर क्षति या गायब किया जाता है तो क्षति की प्रतिपूर्ति संबंधित ठेकेदार को करनी होगी।</p> <p>भुगतान से संबंधित बीजक भुगतान हेतु ठेकेदार प्रति माह प्रत्येक विभाग एवं अनुभाग से मासिक सफाई व्यवस्थित रही का प्रमाण पत्र संलग्न करेगा।</p> <p>ठेकेदार प्रतिदिन प्रातः शिकायत पंजिका के अनुसार सफाई से संबंधित कार्यों का निस्तारण करायेगा।</p>	रु. प्रति माह
26	<p>संस्थान प्रक्षेत्र में नियमित कार्य (26 दिन प्रति माह) करने हेतु अकुशल श्रमिक (रविवार एवं राष्ट्रीय अवकाश छोड़कर)। आव यकतानुसार अकुशल श्रमिकों की संख्या घटाई एवं बढ़ाई जा सकती है।</p> <p>पारिश्रमिक केन्द्र सरकार के न्यूनतम (Minimum Wages as per Latest Govt. of India Rates) दर से कम नहीं होना चाहिये।</p>	रु. प्रति माह प्रति श्रमिक

SCHEDULE-III

TENDER BID FOR PROVIDING PERSONNEL FOR AWARD OF JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS AT THE ICAR-NATIONAL INSTITUTE OF BIOTIC STRESS MANAGEMENT (NIBSM), BARONDA, RAIPUR (CHHATTISGARH) - 493225 ALONG WITH THE GOVERNING INSTRUCTIONS CONTAINING TERMS & CONDITIONS THEREOF

FINANCIAL BID

The quoted rates in **Schedule II to III** of the Tender form are to be given both in words and figures failing which the same is liable to be rejected. The bids can be expressed for partial or full items of the work contract, as given in the given schedules.

Last date for receipt of Tender:

Date of opening of Tender:

To

The Director

ICAR-National Institute of Biotic Stress Management

Baronda, Raipur -493225 (C.G)

Sir,

I/We wish to submit our Tender **FOR PROVIDING THE AWARD OF JOB WORK CONTRACT FOR FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS** at the **ICAR-NATIONAL INSTITUTE OF BIOTIC STRESS MANAGEMNT, BARONDA, RAIPUR** on the following details and rates: -

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

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

Signature _____

Name & Address of the Firm _____

Telephone No. _____

Mobile No. _____

Annexure-I

CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH TENDER BID

DOCUMENTS FAILING WHICH THE BID WILL BE REJECTED

Sl. No.	Particulars	Whether submitted or not	If submitted mention the page no.
1.	Details of Cost of bid Rs 1000/-		
2.	Details of EMD deposit		
3.	Constitution of the Firm/Agency/Sole Proprietor under Indian Companies Act, 1956/ Indian Partnership Act, 1932 (Please give name of partners)/ Registration under shop & establishment Act, 1948 For Partnership firms whether registered under the Indian Partnership Act, 1932. a. Please state further whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. b. 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 Tender to refer dispute concerning business of the partnership to arbitration. c. If the answer to (a) or (b) above, is in 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 partners.		
4.	Copy of registration certificate of ESI		
5.	Copy of registration certificate of EPF		
6.	Copy of Goods and Service Tax (GST) registration		
7.	Service charge (should not be NIL as per Govt guidelines, otherwise tender will not be considered)		
8.	Copy of PAN card		
9.	Copy of labour license under contract labour (R&A) Act, 1970, if any available Note: This license will have to be obtained by the firm with in 15 days in respect of this institute after accepting the work order		
10.	Banks Solvency/Hashiat certificate for Rs.15,00,000/- in original from the bank where the bidder is having bank account.		
11.	Experience Certificate (to be enclosed) (a) Three similar completed works costing not less than Rs.5 Lacs OR (b) Two similar completed works costing not less than Rs.7.5 Lacs OR (c) One similar completed works costing not less than Rs.15 Lac		
12.	Copy of Income Tax return for last three Financial years		
13.	EPF Annual Return for ascertaining the number of workers has to be attached as per Sl. No.15		

14.	Minimum turnover of the firm not less than Rs 50 Lakh (certified copy of bank statement to be enclosed)		
15.	Number of Staff/ Supervisors registered under ESI & EPF separately Minimum 50 numbers Staff / Supervisors required with their ESI / EPF contributions. Documentary proof of return is required to be attached.		
16.	Whether the rate quoted complies with the minimum Wages Act. of Govt. of India (Central Govt.) with all other statutory provisions (Yes or No)		
17	Integrity pact as given in Annexure III		

**AUTHORITY
 SIGNATORY**

NOTE: The Information required at Sl. No. 1 to 16 must be accompanied with the self certified copies of the document and attached as per the serial number failing which the tender will be rejected.

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of _____ the month of _____, between ICAR-NIBSM, Baronda, Raipur (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Designation (*address of the Bidder*) (hereinafter called the "BIDDER " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to invite TENDER FOR **JOB WORK CONTRACT FOR FIELD WORK ON AREA/SAMPLE/ UNIT BASIS** and the BIDDER is willing to participate in the bidding as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered agency (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the BUYER is the Constituent unit of ICAR, an Autonomous Body under Department of Agricultural Research & Education, Ministry of Agriculture & Farmers Welfare Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said work services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.7 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.8 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.9 The BUYER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

a) To immediately call-off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.

d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Independent Monitors

6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11 The parties hereby sign this Integrity Pact.

BUYER

Name of the Officer
Designation
ICAR-NIBSM (address)
Place:
Date:

Witness:

1. í í í ..

2. í í í ..

BIDDER

Chief Executive Officer/Authorized Signatory
M/s í . (address)
Place:
Date:

1. í í í í

2. í í í í .