

आनुवंशिकी संभाग
DIVISION OF GENETICS,
भा. कृ. अ. प. भारतीय कृषि अनुसन्धान संस्थान
ICAR-INDIA AGRICULTURAL RESEARCH INSTITUTE, NEW DELHI – 110012
For IARI, RBGRC, Aduthurai Tamil Nadu-612101

File No. ICAR-IARI/2-103/RC Aduthurai/ Field Operations

Dated: 19.11.2020

ON LINE E TENDER NOTICE
TENDER ID: 2020_DARE_597848_1

On behalf of Secretary, ICAR/Director, ICAR-IARI, Head, Division of Genetics invites online e-tenders through CPP Portal under two bid system for outsourcing the JOB WORK CONTRACT FOR VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) IARI, RBGRC, Aduthurai Tamil Nadu-612101 for a period of **One year** and further extendable for one year more, if necessary as per requirement in the interest of ICAR-IARI, subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirements.

1. Tender Schedule:

Tender No.	ICAR-IARI/RC Adu/2-103/ Field Operations
Date of release of tender through e-procurement	19.11.2020 4.00 PM
Bid submission start date & time	19.11.2020 4.00 PM
Last date & time for submission of bid	10.12.2020 1.00 PM
Date & time for opening of technical bid	11.12.2020 3.00PM
Address for Communication	Admn Officer, Division of Genetics, ICAR-IARI, New Delhi-110012

2. Details of Tender Deposits :-

Tentative Value of Contract: Rs. 50.0 Lakhs Lakh (Approximate)

Earnest Money Deposit: Rs.1,00,000/ (Rupees one lakh only) “(Amount of bid security should ordinarily range between 2% to 5% of Estimated Value- to be decided by the indenting unit before finalizing the tender)”

Performance Security Deposit: @ 10% of Contract Value

(Performance security should be for an amount of equivalent to 10% of the estimated value of contract. The same should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the vendor)

The online Tender Documents can also be viewed from the IARI Website www.iari.res.in and www.eprocure.gov.in.

In case, a 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 IARI 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.

Admn. Officer

DIVISION OF GENETICS
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE NEW DELHI-110012
For IARI, RBGRC, Aduthurai, Tamil Nadu-612101

File No. ICAR-IARI/Adu/2-301/ Field Operations

Dated:19.12.2020

From: Admn. Officer,
Division of Genetics,
ICAR-Indian Agricultural Research Institute,
Pusa, New Delhi-110012

To

Dear Sir(s),

Online tenders are hereby invited under two bid system through E-procurement system by Head, Head, Division of Genetics, Indian Agricultural Research Institute [IARI], on behalf of Secretary, Indian Council of Agricultural Research (ICAR)/Director, Indian Agricultural Research Institute [IARI] , New Delhi for **JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK(UNSKILLED NATURE) AT IARI, RBGRC, Aduthurai Tamil Nadu-612101** for a period of **One year** and further extendable, if necessary as per requirement in the interest of ICAR-IARI, subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirements.

1. The terms and conditions of the contract are those contained in the General Conditions of contract applicable to the contracts placed by the ICAR-IARI as detailed in the tender forms and its schedules/annexure. 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-I.

2. An Earnest Money Deposit [Bid Security] of **Rs.100000/ (Rupees One Lakh only)** (to be decided by indenting unit @ equivalent estimated value of contract) must be deposited in the form of Demand Draft/Pay Order/FDR payable to In favour of **Director, ICAR-Indian Agricultural Research Institute payable at New Delhi -110012** to **Admn. Officer, Division of Genetics, ICAR-IARI, New Delhi -110012** on or before the last date/time of submission of Tender. The particulars of the earnest money deposited must also be superscripted on the top of the envelope by including the Demand Draft/Pay Order/FDR number and date, failing which the bids will not be accepted.

Further, Bidders also submit a declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

3. EMD must be deposited to **Admn. Officer, Division of Genetics, ICAR-IARI, New Delhi-110012** during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except second Saturday, Sunday and Gazetted Holiday) 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/FDR/Bank Guarantee payable to **Director, IARI at New Delhi**. (No cheque will be accepted).

4. The rates quoted by each firm for this job/service contract in tenders should be valid for 180 days and should be quoted both **in words and figures** failing which the same is liable to be rejected. The vendor should indicate only the rates proposed on the basis of work contract under the contract. No request for alteration in the rates once quoted will be permitted during the contract period. **The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc.** The IARI shall not bear any extra charge on any account whatsoever on account of inflation, royalties, Uniform/Liveries, OTA local and other taxes to the contractor, for extra tools over the quoted tools and equipment including their operation and maintenance. It would be the sole responsibility of the contractor to pay his manpower as per Minimum Wages Act of the concerned state government. **Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out-rightly.**

5. The Vendor 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 Vendor fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the IARI. In the event of the offer made by the Vendor not being accepted, the amount of earnest money deposited by the Vendor will be refunded to him after he has applied for the same, in the manner prescribed by the IARI. No interest will be paid on the EMD. An undertaking is also required to be submitted by the tendering firm.

6. The schedule/annexure of the tender form should be uploaded with online bids. In the event of the space provided on the schedule/annexure from 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 Vendor. In such cases references to the additional pages must be made in the tender form. If any modification of the schedule/annexure is considered necessary it should be communicated by means of a separate letter along with the tenders.

7. The tenders are liable to be ignored/rejected, if complete information as required is not given therein or if the particular information asked for in the schedules/annexure of 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.

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 warrant 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 IARI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules/annexure to the tenders and annexure, if any, should be signed by the Vendor.

9. Tenders will be opened online by the authorised officer. 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 the **Division of Genetics ,IARI, New Delhi-12**

10. Vendor 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 Vendor, if any, may also be indicated.

11. The Firm will not charge placement charges or any other account from the manpower deployed with the IARI. 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.

12. In case two firms quote exactly the same price, then the firm which gets higher marks in Technical qualification criteria will be awarded the contract. In case, which quoted L-1 get same marks in Technical qualification criteria also, the firm having more number of aggregate employees as per work award in Government Departments during last three years shall be considered final number. In case the tie still persists, the firm incorporated earlier as per registration under Companies Act/Shops & Establishment Act will be considered for awarding the Contract.

13. **If the L-1 firm quotes predatory (very low) rates for job work items, the committee of IARI its Divisions/Centers/Regional Stations reserve the right to allot the work items to the next bidder with reasonable rates(higher than that of L-1 who have unrealistic rates).**

14. The contractors, at the bidder's own responsibility and risk, are advised to visit to examine the site of required service and surrounding and obtain all information that may be necessary for preparing the bid of entering into a contract for the services before or after purchase of tender form to see him-self the site conditions regarding the present status. The Director, IARI reserves the right to make any changes in the design and plan. No compensation or claim would be allowed on this account.

15. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IARI will not entertain any claim whatsoever in this respect. However, the income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful Vendor, as per rules/instructions made applicable from time to time by government.

16. The Contractor shall make his own transportation arrangement for materials to site or work. No extra charge will be paid by the IARI for carrying materials related with job contract.

17. Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered at any stage.

18. Director, IARI reserves the right to accept or reject whole or in part/any or all the tenders without assigning any reason thereof and to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons. The decision of Director, IARI shall be final and binding on the all vendors/Agency. The contract period will be for a period of one year from the date of award of contract. The contract can be terminated by giving one month's notice during the contract period in view of non-satisfactory work/maintenance. IARI can terminate the contract at any point of time, in case the contractor commits breach of any of the terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the Institute. IARI 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 an account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

19. The decision of Director, IARI 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, IARI. 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. **The seat of arbitration will be Delhi and arbitral proceeding shall be governed in accordance with arbitration and conciliation Act, 1996 as amended from time to time.**

20. Acceptance by the Institute will be communicated by FAX/EMAIL, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX / EMAIL, Express letter etc. should be acted upon immediately.

21. The Institute in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract, at its discretion, in the interest of the job work.

22. Successful bidder shall not transfer its right/sub-let the contract to any other contractor/sub-contractor. If found that the agency/vendor sub-let the work contract to any other agency/vendor, the Work Contract will be terminated immediately and performance guarantee will also be forfeited. No further correspondence in this connection will be considered.

23. The firm shall provide a Co-coordinator for immediate interaction with the organization. The contractor shall work co-operatively and amicably with In-charge, residents and other contractors working in the Campus
25. Only those firms will be considered for financial bid who will qualify in the technical bid.
26. The bidder shall authorise to seek references from the bidder's bankers.
27. Quantity mentioned in the tender document is approximate. The Director, IARI has the right to upgrade any area to a higher or reduce to a lower level/grade depending on the requirement.
28. Each page of the technical bid must be signed by the Vendor while submitting technical bid. The terms and conditions shown in draft agreements can solely be changed by **The Director, IARI** at his discretion and shall be binding up on the Vendor at the time agreement entered into.
29. **If Vendor does not accept the offer, after issue of letter of award by IARI within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.**
30. **Successful bidder/Vendor will have to enter into a detailed contract agreement with IARI on non- judicial stamp paper of Rs. 100/- (One hundred only) for awarded job work in a format attached herewith this tender document.**

The terms and conditions reflected in the format of draft affidavit attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated as per advice of Legal Cell, ICAR-IARI, at the time of awarding the Job/Work contract.

31. **An amount @ 10% of the estimated value of contract** is to be deposited by the selected agency/ successful Vendor as **Performance Security Deposit (Performance Bank Guarantee)** only after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited. No interest on Earnest Money (EMD) and Performance Security Deposit (Performance Bank Guarantee) shall be paid by the IARI to the Vendor.
32. No equipment/machinery or tools and manpower etc., whatsoever, will be provided by the Institute and shall be arranged by the contractor at their own cost. Vendor should be fully equipped with the following equipment executed the work contract (**List to be prepared by the indenting unit as per their requirement**).

Equipments/Tools/Accessories:-
1. Khurpi
2. dranti
3. kasola
4. phawda, conoweeder, sprayer etc. as per requirement of field and lab.

33. **The following documents/vouchers are required to be uploaded with the Technical Bid in following manner:-**

- a) Scanned copy of Earnest Money Deposit (EMD).**
- b) Scanned copy of Registration certificate of the firm Under Company/Shops & Establishment Act of the respective state for this purpose.**
- c) Scanned copy of valid Licence under the Contract Labour (Regulation and Abolition) Act, 1970.**
- d) Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.**
- e) Scanned copy of members of Staff registered under ESI & EPF separately. Minimum 20 numbers (staff/supervisors) required with their ESI & EPF contributions. Documentary proof of latest challan and ECR for the last 3 months may be attached.**
- f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if claiming exemption for EMD submission.**
- g) Scanned copies of proofs of minimum last three year's i.e. 2017 to 2019 continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies/corporations / reputed public organizations, with details in enclosed tabular form in chronological order and Scanned copies of the satisfactory services where the Vendor is providing the services for each of the last three or more financial years.**
- h) Scanned copies of proof of minimum turnover of the firm not less than Rs. 50.00 lakh (Rupees Fifty Lakh only) per year during each of the last three financial years ending 31st March 2020.**
- j) Scanned copies of Income Tax (PAN) and GST Registration Certificates.**
- k) Scanned copy of Bank Account details with authority to seek references with the bank.**
- l) Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e. 2017-18 to 2019-20 by the Chartered Accountant. Copies of BS & P&L A/C need to be enclosed.**
- m) Scanned copy of valid latest Bank insolvency certificate for Rs.5.00 lakh in the name of Director IARI (by Bank itself). The Bank insolvency certificate should not be more than six months old.**
- n) The firm/agency must enclose an undertaking indicating that there is no criminal legal suit pending or contemplated against it.**
- o) An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.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.**
- p) Also enclosed copy of documents as indicated vide Para 7 at Page No. 05**
- q) Scanned copy of ISO Certificate.**

34. Only those bidders who submit all requisite documents as per this tender and secure 45 marks in the technical qualification on parameters mentioned below will be declared as qualified/eligible for opening/considering financial bids:-

a) Average turnover of the firm during last three years (**varies as per estimated cost of work- to be decided by the indenting unit as minimum should be more than 30% of estimated cost of job work**):-

- Minimum Rs. **15 lakhs** = 15 Marks
 - Exceeding. **15 lakhs to 25 lakhs**= 20 Marks
 - Exceeding **Rs. 25 lakhs** onwards = 25 Marks
- (Note –Amount of Turnover of the firm/agency may be reduced/raised by the indenting unit as per estimated cost of tender)**

b) Experience of serving in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent organizations of high repute:-

- Exceeding 3 years & upto 5 years = 15 Marks
- Exceeding 5 years & upto 7 years = 20 Marks
- Exceeding 7 years = 25 Marks

c) Total no. of labour on their rolls

- Exceeding 20 & Upto 50= 15 Marks
- Exceeding 50 & upto 75= 20 Marks
- Exceeding 75 = 25 Marks

(Note –Total number of labour on the rolls of the firm/agency may be reduced/raised by the indenting unit as per requirement/estimated cost of tender)

d) Those stationed in Delhi/NCR (In case of job work contract is to be awarded in Delhi/NCR only) & _____(Name of station/nearest place where IARI Regional Station exists)(In case of job work contract is to be awarded at respective Regional Station of IARI situated at RBGRC Aduthurai Tamil Nadu will be given 20 marks. The agencies from outside area will be awarded 10 marks.

e) Quality related marks

- ISO (upto 2 years) = 03 Marks
- ISO (Exceeding 2 years)= 05 Marks

f) The Contractor/Agency must have successfully executed/completed similar service over the at-least 3, (three) years' experience along with (ending month of March prior to the bid opening):-

- (i) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or
- (ii) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or
- (iii) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

g) Minimum annual turnover should be 30% of estimated cost.

h) Minimum manpower on roll of the bidder must be 20 (Twenty).

- i) Each bidder shall submit only one bid for one request for proposal (R.F.P).

35. **OTHER TERMS & CONDITIONS:-**

- (i) The work may have to be attended at different intervals of times during the contract period as well as during day time which may varies from 8.00 am to 5.00 pm but not exceeding to the permissible hours for each man days.
- (ii) The contractor/agency shall provide good and reliable persons with robust health and clean record as per labour acts prevalent in the concerned state government and comply all the laws/acts of central/state govt. relating with this contract made applicable from time to time. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons thereof and the agency shall on replace such persons immediately. The contractor/Agency shall provide the list of workers working in the beginning of contract. Changing of Staff/Supervisor should be intimated to the In-charge/Supervisor designated officer of **IARI, RBGRC, Aduthurai Tamil Nadu**. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately
- (iii) All the personnel deployed will perform their duty in proper uniform and shoes/gum boots. The agency shall, at its own cost, provide suitable uniform/protected clothing (both summer and winter) to the personnel with identity cards. The contractor shall alone be fully responsible for safety/security and insurance or life insurance of their personnel and Institute shall not be liable for any compensation in case of any fatal injury/death caused or by any manpower while performing /discharging their duties.
- (iv) The staff provided should also maintain secrecy and discipline in the premises of Institute.
- (v) The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard. The contractor/agency will furnish to the INSTITUTE the full particulars of the personnel deployed, including details like **name, father's name, age, photograph, permanent address, Aadhar Card, telephone number etc. and will also ensure the verification of the antecedents of such personnel.**
- (vi) The persons so provided by the agency under this contract will not be the employee of the IARI and there will be no employer-employee relationship between the IARI and the person so engaged by the contractor in the aforesaid services.
- (vii) **The Contractor will make the payment of Wages from his own by 7th day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents along with the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis.** EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the contractual manpower as prescribed by Govt. of NCT of Delhi/State/Centre Govt. from time to time and provide proof with monthly bill(s). He will maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability

of the Contractor/Service Provider to deposit in the concerned departments. The IARI will deduct applicable TDS/Surcharge under Section 94-(C) of the Income Tax Act, 1961 from the Contractor's bill as per prevailing rules. The competent authority may verify the required equipment and manpower at any time failing which bill may be deducted accordingly on the basis of loss of work or tender can be cancelled. It will be the sole responsibility of the Contractor to ensure compliance with the labour laws and regulation in force. Institute will not have any liability on its part over such issues. In case service provider fails to make any statutory or contractual payment, then the IARI shall have the right to realize this amount from the Security deposit of the Contractor.

- (viii) The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave etc. under intimation to this office.
- (ix) The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- (x) The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR/IARI for the purpose. All complaints should be immediately attended to by the Agency. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.
- (xi) The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, IARI shall be final and binding on the contractor. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the INSTITUTE to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (xii) The contractor shall be responsible for any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI 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. The contractor shall be liable to pay the losses and damages as decided by the competent authority, IARI. The amount of losses/damages will be recovered from either bills/security deposit of the contract.
- (xiii) The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI and successful bidder/ contracting agency.
- (xiv) **LIQUIDATED DAMAGES CLAUSES:-**
 - (a) Whenever and wherever it is found that the work is not up to the mark in specified point /area it will be brought to the notice of the supervisory staff of the firm by IARI and if no action is taken within one hour liquidated damages clause will be invoked. If specified quality work is not maintained or In case of

non-satisfactory work performance noticed by the Competent Authority, IARI, a proportionate deduction @ 10% of immediate subsequent bill of the contractor will be levied as liquidated damages apart from penalty. No correspondence shall be entertained from the contractor. The Director, IARI shall have the full power to either take the work wholly or in the part thereof out of the hands of the contractor for any negligence of the contractor.

(b) The Firm will not charge placement charges and /or on any other account from the manpower deployed at the IARI. 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.

(c) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

(xv) **PENALTY CLAUSE:** - If the number of worker (s) are found less than the minimum required under the contact or 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 authorized officer of IARI and if no action is taken within one hour liquidated damages clauses will be invoked, a penalty of **Rs. 1000/- (Rs. One thousand only)** per day will be deducted from the bill. **Not with-standing anything above**, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract. IN WITNESS where of the parties have executed those present on the day, month and year as mentioned above.

(xvi) The Contractor will have to submit work completion report for its monthly work by 7th of each succeeding month along with his monthly bill. The progress report should be supported by the '**Work Satisfactory Report**' to be collected by the contractors from authorized representative of Institute in token having worked done as per satisfaction of users. Payment for service contract will be made monthly upon submission of pre-receipted bill though efforts shall be made by IARI authorities to pay the monthly bills of the contractor within a reasonable time of 30 days. However, contractor will not be entitled for payment of any extra amount on account of delay, due to any reason whatsoever.

(xvii) The contractor is solely responsible to pay the payments for the labour engaged by him well in time and fulfill all the administrative formalities for clearing of his bills in a timely manner. In the event of any unrest in the campus due to delayed payments from the contractor if any accrued the institute will be at liberty to assess and recover the loss accrued to the institute on account of default on the part of the Contractor. Such deduction shall be commensuration with the loss accrued to the institute due to default of the contractor on this account which will be assessed by the institute. The contractor will have to submit the monthly ESI and EPF statement along with bill for payment. Income Tax and other taxes (if any) will be deducted from the payments due for the work done as per rule.

Yours faithfully,

Place: IARI, New Delhi

Administrative Officer

Date:

**Division of Genetics
On behalf of the Director, I.A.R.I**

ICAR-IARI, RBGRC, Aduthurai Tamil Nadu-612101

Subject: Job work for field/farm & lab operations through outsourcing

SCOPE OF WORK

SCOPE OF WORK & TERMS:

IARI-Rice Breeding & Genetics Research Centre, Aduthurai, TamilNadu 612101 has its research farm of 15.0 acres which includes experimental fields, office cum laboratory, net house, polyhouse, indoor threshing floor and garden of 1450m² including 500 ornamentals and potted plants

1. Details of the general works at Research Farm

Nursery Preparation:

Spade leveling, beds formation (12.0m x 0.70m) drying, plastering of edges, sowing, rivers and Supply and application all including

Nursery Maintenance:

Scaring of birds, irrigation, weeding, chemical spray, fertilizer application etc.

Main field preparation

Spade leveling after tractor plough, digging of corners, initial weeding

Main field maintenance:

Bunds trimming, digging, rectification and plastering, drainage channel cleaning etc.

Transplanting:

Seedling pull-out, transport, arrangement and planting of experiments and trials, including laying out, removing and bundling the layout ropes etc.

Isolation barrier: Making diancha live isolation barrier by sowing with raised beds and/ or providing polythene sheet barrier with wooden poles

Irrigation:

Irrigation on need based throughout the cropping season

Fertilizer Application:

Fertilizer application including basal and top dresses as required throughout the season

Chemical Spray:

Chemical spray including fungicide, insecticide, growth hormones as required throughout the season

Plastic label:

Transport and fixing of plastic sticks along with eyelet labels with thread as per plan including labels/ boards for exhibition plots and bring them back after cleaning, bundling and staking in the godown.

Weeding:

Hand weeding in transplanted field as required throughout the season

Controlling Rat:

Controlling rats using indigenous methods during active tillering stage to heading

Supplementary pollination:

Hybrids/ Parental line seed production plots using ropepulling/ stick between 9.30 hrs to 12.00 hrs during flowering period

Rouging:

Removing of off-types/ pollen shedders from the Hybrids and seed plots

Bird scaring:

Scaring of birds at grain filling to ripening stage of crop

Crossing:

Emasculation and bagging in normal varieties and CMS/ TGMS lines and dusting of pollen for pollination

Transfer of plants for crossing:

Filling pots with earth and shifting plants for hand pollination

Data Recording:

Help in periodical recording of plant population data, single plant data on yield components, disease and pests, plot yield, soil data etc.

Plant sample collection:

Collection of leaf samples for DNA isolation per 100 sample of 1g each, Single panicle collection from RILs population/ pure line varieties etc.

Single plant Harvest:

Single plant harvest, transport and threshing and packing

Plot harvest:

Harvesting and threshing of all experimental plots and quantifying produce

Bulk Harvest:

Includes harvest, reaping, bundling, transport, thrashing, winnowing, bagging and staking in godown.

Seed drying and seed treatment:

The harvested SPS and plot produces to be sun dried before treatment with chemicals and stored etc.

Stubbles maintenance:

Identified plant stubbles of TGMS/ others from main field to be uprooted, cleaned and replanted and maintained with fertigation and all crop protection measures between July to January

General Cleaning:

Removing of weeds like parthenium, hedges, forbes, bushes from road side around building farm area on regular bases to keep the campus neat and clean

GardenMaintenance:

- i) Daily maintenance (Irrigation weeding, planting/ replanting etc.) of lawn, garden and surrounding hedges
- ii) Pruning of hedges, ornamentals and potted plants once in a month
- iii) Fertilizer application/ plant protection etc. on need based
- iv) Lawn mowing once in a month

SCHEDULE OF WORK Field Operations

No	Item Description	Units
1	Nursery preparation and maintenance	
1.01	Bed formation with a size of 12.0 m x 0.70 m	per bed
1.02	Plastering of bed, edges and drying of a bed size 12.0m x 0.70m	per bed
1.03	Sowing of paddy seed in furrows, river sand supply and application to a bed size of 12.0m x 0.70m	per bed
1.04	Birds scaring in nursery after sowing of paddy seeds upto 7 days	Per 20.0 bed
1.05	Irrigation of nursery beds	Per 20.0 bed
1.06	Weeding of nursery beds	Per 20.0 bed
1.07	Chemical spray for nursery seedlings	Per 20.0 bed
1.08	Fertilizer application for nursery beds	Per 20.0 bed
2	Field label	
2.01	Transport and fixing of plastic stakes from godown to nursery/ main field as per layout	Per 1000.0 No
2.02	Tying of eyelet labels with jute/ cotton thread with plastic stakes.	per 1000.0 No
2.03	Removal and transport of plastic stakes from field and stack them in godown after washing and untying of plastic labels	per1000.0 No
3	Main field preparation and maintenance	
3.01	Trimming bunds of every field before final ploughing	per 100.0 m
3.02	Digging corner of every field	Per 10.0 m ²
3.03	Spade levelling of every field	Per 1000.0 m ²
3.04	Initial weeding before transplanting	per 1000.0 m ²
3.05	Bunds digging, rectification and plastering in all field: 0.45m width	per 100.0 m
3.06	Bunds rectification and plastering of all field: 0.45m width	per 100.0 m
3.07	Shifting and unbundling of nylon ropes from godown to field for laying out as per requirement includes leaning, drying and bundling and transport to godown at the end of transplanting	per1000.0 m
3.08	Main drainage channel cleaning and maintenance throughout the year with 1.0 m width	per100.0 m
3.09	Cleaning and maintenance of bunds in main field	per 100.0 m
4	Transplanting	
4.01	Seedling pull out from nursery beds	Per 1.0 acre
4.02	Transport, arrangement of seedling as per layout	Per 1.0 acre
4.03	Transplanting of breeding materials	Per 1.0 acre
4.04	Transplanting of panicles to hills	Per 1.0 acre
4.05	Transplanting of Hybrids / Parental lines	Per 1.0 acre
4.06	Gap filling by transplanting	Per 1.0 acre
5	Isolation barrier:	
5.01	Making raised bed with a width of 0.60 m and sowing of daincha seeds and incorporate them back to soil after the purpose excluding material	per100.0 m
5.02	Erection of polythene sheet barrier with a support of wooden poles in Hybrid/Parental line seed production plots and transport back to godown excluding material	Per 100.0 m
6	Irrigation	
6.01	Need based regular irrigation to cropped field and drain of excess water from thereon throughout the cropping season	Per 1.0 acre
7	Fertilizer application	
7.01	Fertilizer application including weighing, mixing, transporting and broad casting for etc.	Per 1.0 acre
7.02	Soil application of pesticide and fungicide granules for etc.	Per 1.0 acre
8	Chemical spray	
8.01	Insecticide, Fungicide and any other foliar spray for etc.	Per 1.0 acre
8.02	Plant growth hormones for parental lines of Hybrids	per 1000.0 m ²
9	Weeding	
9.01	Hand weeding in transplanted field throughout season on need based	per 1.0 acre

No	Item Description	Units
10	Rat Control	
10.01	Rat control using indigenous/traps at active tillering stage to heading	per 1.0 acre
11	Supplementary pollination	
11.01	Using rope pulling or stick method to enhance pollination in hybrids/parental seed production plots	Per 1000.0 m ²
12	Rogueing	
12.01	Removing of off types from CMS/Hybrids seed production plots includes volunteer plants and other pollen shedders etc	per 1000.0 m ²
12.02	Removing off type from advance breeding material, seed multiplication plots includes volunteer plants and other pollen shudders etc	per 1000.0 m ²
13	Crossing	
13.01	Hand emasculation and pollination in varieties CMS and TGMS lines of hybrids	per10.0 panicle
14	Potting of plants	
14.01	Shifting of plants in earth filled pots and transport to the crossing spot	Per 20.0 pot
15	Birds scaring	
15.01	Birds scaring from main field during grain filling to crop maturity between 6.00 AM to 6.00 PM	Per acre per day
16	Data recording	
16.01	Aiding in periodical data recording on agronomic parameters from experiments	per100.0 plant
17	Plants sample collection	
17.01	Collection of leaf sample from experimental plots	per1000.0 plant
17.02	Grinding of leaf sample for DNA extraction using mortar and pestle	Per 100.0 sample
17.03	Cleaning of glassware, pestle and mortars, sanitation of different laboratories and glass houses etc. One molecular laboratory, one rice quality lab, washing glass wares, plastic wares, disposal (about 1000 glassware per month).	Per month
18	Harvest	
18.01	Collection and counting of crossed seeds	per100.0
18.02	Harvest single panicles / single plants panicles	Per 500.0 No.
18.03	Harvesting and threshing of experimental plots and quantifying the yield	Per 10.0 m ²
18.04	Harvesting, threshing and cleaning of single plants	per100.0 No.
19	Bulk Harvest	
19.01	Includes harvest, reaping, bundling, transport, threshing, winnowing, bagging and staking in godown	Per 1.0 acre
20	Seed treatment	
20.01	Seed treatment with chemicals for stored seeds, including sun drying etc.	Per 1000.0 No.
21	Stubbles maintenance	
22.01	Uprooting of stubbles, cleaning, transporting and replanting in field/pot	Per 100.0 No.
22	General Cleaning	
22.01	Removal of forbs, hedges, bushes from road side, around building and farm area from an area of 6000 m ² on regular basis	per month
23	Garden Maintenance	
23.01	Maintenance of lawn, garden, hedges and upkeep of ornamental plants in pots with regular pruning, watering and need based application of fustigation and plant protection measures for throughout month i) Lawn area: 1450 m ² ii) Hedge: 350 m iii) pruners plant: 100 No	Per month
24	Hiring tractor driver for field preparation	
24.01	Puddling of experimental plots/ nursery up to the final condition for transplanting/ preparing beds respectively.	Per acre
24.02	Dry plough using cultivator/ disc/ rotavator during fallow season	Per acre

[FINANCIAL BID]

Sl. No.	Head/Sub-Head and Item of Work	Area/Unit (Per hac. Or Acre/Per Plant/Per Pot/Any other)	Amount (in Rs.) to be furnished by Contractor/Agency
Financial bid may be sub mitted on line as per crop wise item details in BOQ			

TENDER FOR THE CONTRACT FOR JOB WORK CONTRACT FOR VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT THE IARI, RBGRC, Aduthurai Tamil Nadu for a period of One year and extendable by further one or more years subject to satisfactory performance of the Vendor and its willingness to continue.

Full Name & Address of the Vendor 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
Asstt. Admn. Officer,
Division of Genetics Genetics _____
ICAR-IARI, Pusa New Delhi-110012

We have read all the particulars regarding the General information and other terms and conditions of the contract for **THE JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR FARM, FIELD & LABORATORY OPERATION WORK (UNSKILLED NATURE) AT IARI, RBGRC, Aduthurai Tamil Nadu-612101** for a period of for a **period of 01 year and further extendable, if necessary as per requirement in the interest of ICAR-IARI** subject to satisfactory performance of the Vendor and its willingness to continue and agreement to provide the services as detailed in the schedule/annexure herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in **Schedule-I** to this tender and I/we agree to hold this offer open till **180 days**. 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/annexures** 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/FDR No. _____ of Rs. _____ drawn in favour of **The Director, IARI** and payable at New Delhi has been submitted to your office on.....(date) on account of earnest money.

Yours faithfully

Signature & Seal of the Tenderer

Telephone Nos.

(i) office-----

(ii) Residence -----(iii)

Mobile No. -----

Full Address -----

Signature of witness:

Name & Designation of witness:

Full Address:

Telephone/Mobile Nos.:

TECHNICAL BID APPLICATION

1. Name of the Tendering Manpower Company/Firm/Agency/ Contractor :
(Attach attested copy of certificate of registration)
2. Name of Director of Company/ Active Partner of the firm/: authorized Agent/
Proprietor
3. Full address of Operating/ Branch Office Telephone No., Fax No., E-mail address:
4. Full address of Operating/ Branch Office at: Delhi/ New Delhi
5. Banker of the Company/ Firm/ Agency/ Contractor with Full address (Attach certified
copy of latest Bank statement):
6. PAN/Permanent Income Tax No./ Circle/ Ward: TAN/TIN No. (Attach attested copy)
7. Service Tax/GST Registration No. (Attach attested copy):
8. EPF Registration No. (Attach attested copy):
9. ESI Registration No. (Attach attested copy):
10. Registration number/details/certificate of company/shop & establishment act:
11. License number/details/certificate of labour license of respective Act:
12. Details of Earnest Money (Amount, DD No., Date, Name of Issuing Bank)
13. Details for evaluation of Technical Bid

Sr. No.	Items	Details with supporting documents
1	No. of employees on the roll of the firm	
2	No. of years of past experience of supplying manpower	
3	Average turnover of Firm during last 3 years (with financial year wise details)	
4	ISO Certification (No. of Years), if any	

Note: -Company/Firm/Agency/ Contractor are scoring less than 45 marks in technical bid will not be considered for financial bid.

14. Whether the Firm/Company/Agency have been blacklisted by any Ministry/Department of the Govt. The tendering firms/bidders shall have to submit a notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealing with the Government Ministries/Departments have not been banned/debarred.
15. Additional information/detail, if any must be supported by attested certificates.

Date:
Place:

Signature of authorized person
(Full Name and Designation):
Seal:

NEXURE II

[TECHNICAL BID]
FOLLOWING DOCUMENTS TO BE UPLOADED ONLINE IN PDF FORMAT
FOR CONSIDERATION OF THE TENDER/BID

Sr. No.	Particulars	Indicate page No where Documentplaced	Upload scan copy & Indicate Page No. [File Type]
1	Details of EMD [Bid Security] amounting to Rs. _____		[PDF] page No
2	Name of the Firm/Agency, Name of Director of Firm/Agency, Full address of operating/Branch Office with Telephone No., Mobile No. & E-mail ID,		[PDF]
3	Attested copy of Income Tax (PAN), Service/GST Registration Certificates with Bank Accounts details.		
4	Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose		
5	Employee EPF registration certificate issued by Govt. etc. (attach attested copy)		
6	Employee ESI registration certificate issued by Govt. etc. (attach attested copy)		
7	Scanned copy of valid Licence under the Contract Labour (Regulation and Abolition) Act, 1970 issued by appropriate authority.		
8	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 20 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of latest ECR may be attached.		
9	Details for evaluation of Technical Bid		
(i)	Attested copy of minimum turnover of the firm not less than Rs. _____ Lakhs (Rupees _____ Lakh Only) during each of the last three financial years duly certified by CA (Copy of Balance sheet and Profit & loss Account only).		
(ii)	Attested copies of proofs of minimum last three year's i.e. _____ TO _____ of continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies /corporations/ reputed public or private organizations, with details in enclosed tabular form in chronological order & Attested copies of the satisfactory services where the Vendor is providing the services for each of the last three financial years i.e. _____ TO _____		
(iii)	ISO Certification, if any copies to be provided		
10	Scanned copy of valid latest Bank solvency certificate addressed to Director, IARI (by Bank itself) for Rs. 10 Lakhs (Rupees Ten Lakh Only) . The Bank solvency certificate should not be more than six months old . (attach attested copy)		

11	Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e.2017-18 TO 2019-20 by the Chartered Accountant.		
12	The bidder must have successfully executed/completed similar services, over the last three years ending March 2020 1) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or 2) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or 3) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost. (attach attested copy)		
13	An Undertaking as per attached Format (Annexure-I) duly attested by Notary on a non-judicial stamp paper of value of Rs.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.		
14	Whether the firm has any legal suit/criminal case pending against violation of EPF/ESI, minimum wages act or other laws (give details). The firm/agency must enclose certificate (in technical bid) indicating that there is no criminal/legal suit pending or contemplated against them.		
15	Any other required document as per tender document		

Note:-

- a) I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period contract.
- c) The Earnest Money of Rs. _____to be deposited by me has been enclosed herewith vide Demand Draft/FDR/Bank Guarantee No. _____ dated _____drawn on bank _____ Branch.
- d) I/We give the right to the Competent Authority of **IARI** to forfeit the earnest Money/Security money deposited by me / us if any delay occur on my part or failed to render service within the stipulated period.
- e) I hereby had undertaken to render the service as per direction given in the tender document.
- f) I shall be vacating any space that may be provided to me by the Competent Authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: -
Place: -

Signature of the Bidder: -
Full Name: -
Designation: -
(Office seal of the Bidder)

ANNEXURE III

DETAILS OF THE MINIMUM 3 YEARS EXPERIENCE/WORK DONE

Sl. No.	Name of the Deptt./ Organization & Name of contact person with Ph. No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorized Signatory)

UNDERTAKING

I/We have read and understood with Terms and Conditions contained in the application form. 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 mis-representation of facts will render me/us liable to any action as may be deemed fit by INDIAN AGRICULTURAL RESEARCH INSTITUTE.

I/We do hereby also accept that IARI 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 IARI any changes in the condition or working of the firm. **It is certified that we have not been blacklisted by any organization of government 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 IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....

(DRAFT SPECIMEN AGREEMENT)

This agreement is made at (place) -----on-----
(month/year) -----(day) between the **first party or its authorized
representatives, successor, assignees etc. (name & address of the firm)**-----
-----and-----**(Head/In-Charge/PD of
Division of Genetics Institute)** through Inch are **IARI, RBGRC, Aduthurai Tamil Nadu-
612101** on behalf of **The Director, ICAR-Indian Agricultural Research Institute** on the other
party.

Whereas the (Institute) has decided to assign the annual job work contract for providing
(nature of job) -----at (Name of the Institute & location) -----
-----to the firm on the terms and conditions here in after
contained.

NOW IT IS HEREBY AGREED by and between the parties here to as follows:-

1. This agreement shall come into force w.e.f. (date) -----to-----and
will remain in force for a period for one year but can be terminated by the Principal Employer by
giving one calendar months' notice in writing of its intentions to terminate the Agreement. The
Agreement can be renewed, if necessary as per requirement, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing ----- (nature
of job) ----- at ----- (Location).
3. The firm will provide full particulars of every worker deployed by it for providing the
services and gate security purposes and get their character and antecedents verified from the
Police Authorities.
4. All personnel posted at premises shall be available all times and for all purpose be
deemed to be employee of the firm and the----- (name of the Institute.) shall have
no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at----- (name
of the Institute.) Premises are of good character, well behaved and otherwise competent and
qualified to perform the work for which they are deployed.
6. The ----- (name of the Institute) shall have the right to ask for the
removal from the Institute premises of any personnel considered by the----- (name of the
Firm.) to be incompetent, disorderly or any other reason and such person shall not again be
deployed without the consent of the (name of the Institute).
7. The manpower deployed by the Agency should work as per the working days and timings
of the----- (name of the Institute). No extra wages will be paid for
attending office on weekends, holidays and late - sitting.
8. Monthly consolidated charges for job/work contract for providing services at --
----- (name of the Institute) will be given as per terms and conditions
specified and scope of work as per Schedule-I in the tender document including all the taxes viz.
Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will
raise a bill of this amount on **1st week of working day of every month** and the payment released
by the Institute through online mode to the firm subject to satisfactory performance / delivery of
contracted job / work/ services. Copies of documents such as deposit challans along with **list of**

persons showing deposit of ESIC, EPF with the concerned agencies and attendance of workers/Supervisors are also to be deposited with the bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.

10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the----- (name of the Institute). The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).

12. That the firm shall issue identity card to each of the workers engaged for entry into ----- (name of the Institute) premises.

13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the ----- (name of the Institute) would be right to may cancel the contract.

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

16. It is also agreed that under no circumstances, the volunteers and/ or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the----- (name of the Institute) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ----- (name of the Institute) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of ----- (name of the Institute).

17. The contract will be awarded absolutely on the basis of job assigned and payment will be made to the contractor on satisfactory work completion report to be obtained from end user. Agency should pay all statutory dues to its workers strictly in terms of various acts and labour laws including MINIMUM WAGES/ESI/EPF etc. The contractor shall also ensure compliance of all laws applicable and /or to be made applicable and the IARFI shall not be liable for the same and the Contractor indemnifies IARI in all respects thereof.

18. The contract is subject to the conditions that the firm shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.

19. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.

20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.
22. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-coordinator for immediate interaction with the organization. The contractor shall work co-operatively and amicably with In-charge, residents and other contractors working in the Campus
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. **PENALTY CLAUSE:** - If the number of worker (s) are found less than the minimum required under the contract or 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 authorized officer of IARI and if no action is taken within one hour liquidated damages clauses will be invoked, a penalty of **Rs. _____ (Rupees _____)** (to be decided by the indenting unit) per day will be deducted from the bill. Not with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract. IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.
2. 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.
3. That the Firm agrees with all the terms & conditions mention in the Tender document shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract.
4. The decision of the competent authority in the institute 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. (Duly sealed and signed).

**Sign. Of Contractor/Authorized
Representative of Agency
Dated signatures with Seal
(Full Name, Mobile No. &
Address of the firm)**

**Sign. Of Head/In charge of Indenting Unit
(For & on behalf of Secretary, ICAR/Director, IARI)
Dated signatures with Seal
(Full Name & Address)**

Witness (Contractor/Agency): -

Witness (Indenting Unit):-

(Full Name, Mobile No. & Address)

(Full Name & Address)

1.....

1.....

2.....

2.....