



**Division of Fruits and Horticultural Technology**  
**ICAR-Indian Agricultural Research Institute**  
**New Delhi- 110 012**



No. FHT/8-2/2018-19/Field Job work/311

Dated:- 12.9.18

**E-Procurement Tender Notice**

Indian Agricultural Research Institute (IARI) invites **ONLINE** e-tenders for “**JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS AGRICULTURAL RELATED AND ALIED SERVICES at Division of Fruits and Horticulture Technology, IARI, NEW DELHI- 100 012**” 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 on existing terms and conditions, as per requirement.

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

Tentative Value of Contract: **Rs. 35.00 Lakhs (approx.)**

Earnest Money Deposit: (2 – 5 %) - **Rs. 70,000/= (Rupees Seventy thousand only)**

Security Deposit: 5 to 10% of the estimated value of contract.

**2. Tender schedule:**

<b>Tender No.</b>	F.No. FHT/8-2/2018-19/Field Job work
Date of release of Tender through e-procurement	13.9.2018 at 10.00AM
Bid Submission Start date/time	13.9.2018 at 11.00AM
Last date & time for submission of bid	17.10.2018 at 1.00 PM
Date & time for opening of technical bid	18.10.2018 at 3.00 PM
Address for Communication	<b>Room No. 8, Division of Fruits &amp; Horticultural Technology, I.A.R.I., Pusa, New Delhi – 110012.</b>

On-line bids are invited under Two-bid system through e-procurement system from registered/well-established/reputed firms for providing the services for “**OUTSOURCING OF VARIOUS AGRICULTURAL RELATED AND ALIED SERVICES at Division of Fruits and Horticulture Technology, IARI, NEW DELHI- 100 012**” 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.

Tender form, terms & conditions and draft agreement can be downloaded from the website <http://eprocure.gov.in> and [www.iari.res.in](http://www.iari.res.in). On-line bids complete in all respects should be submitted through CPP portal <https://eprocure.gov.in/eprocure/app> only on or before the last date.

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.**

**Asstt. Administrative Officer**



**Division of Fruits and Horticultural Technology**  
**ICAR-Indian Agricultural Research Institute**  
**New Delhi- 110 012**



No. FHT/8-2/2018-19/Field Job work/

Dated:- -09-2018

**TENDER NOTICE**

INVITATION TO **ONLINE TENDER** AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR **“Job Work Contract For Outsourcing of VARIOUS AGRICULTURAL RELATED AND ALIED SERVICES at Division of Fruits and Horticulture Technology, IARI, NEW DELHI- 100 012”** 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.

To,

\_\_\_\_\_

Dear Sir(s),

Online Tenders are hereby invited by Director, Indian Agricultural Research Institute (IARI) on behalf of Secretary, Indian Council of Agricultural Research (ICAR), New Delhi for **“JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS AGRICULTURAL RELATED AND ALIED SERVICES at Division of Fruits and Horticulture Technology, IARI, NEW DELHI- 100 12”** 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.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the IARI as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs.70,000/= (Rupees Seventy thousand only)** must be deposited in the form of Demand Draft/Pay Order/FDR payable to **“Director, ICAR-Indian Agricultural Research Institute”** at New Delhi **in person to Fruits & Horticultural Technology Division, ICAR-IARI, New Delhi-12 on or before the last date/time of submission.** The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the Demand Draft/Pay Order/FDR number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.

3. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resale from his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the IARI. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the IARI. (An undertaking as per **Annexure 'X'** is also required to be submitted by the tendering firm).
4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. **If a tenderer does not accept the offer, after issue of letter of award by IARI within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.**
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Indian Agricultural Research Institute (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 to the tenders and annexure(s), if any, should be signed by the tenderer.
8. Online tenders are invited under **two-bid system** through e-procurement system. EMD must be deposited with **Asstt. Admn. Officer, Division of Fruits & Horticultural Technology, ICAR – I.A.R.I., Pusa, New Delhi-12** during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except Second Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids failing which bids will not be accepted. EMD must be in the form of Demand Draft/Pay Order/FDR only, payable to Director, ICAR-IARI at New Delhi.

9. **The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected.** Tenders will be opened online by the authorised officers. 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 they can visualize the process online without physically being present at **Division of Fruits & Horticultural Technology, ICAR – I.A.R.I., Pusa, New Delhi-12**
10. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on their behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
11. **An amount equivalent to 5 to 10% of the estimated value of contract (as per GFR 171)** is to be deposited by the selected agency/tenderer as **Performance Security** only after receiving a communication from the IARI. In the event of non-deposition of the same, the EMD will be forfeited.
12. No interest on earnest money and security deposit shall be paid by the IARI to the tenderer.
13. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Schedule-\_\_\_**. The Service Provider shall abide by all the laws of land including labour laws (EPF,ESIC, Income Tax, GST or any extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provisions shall be ensured at the times of making monthly payments.
14. 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.
15. In case of more than one successful lowest bidders (L-1), the work/ contract will be awarded to the bidder on merit, which will be based on credentials of the firm/marks obtained as given, to the satisfaction of the Competent Authority IARI, Pusa, New Delhi.
16. **Only those bidders who submit all requisite documents as per this tender will be declared as qualified for considering Financial bids. In case, Two bidders have quoted similar rates, the Firm obtained higher points will be given first priority.**
- a) Average turnover of the firm during last three years:-
- Exceeding 11 lakhs & Upto 20 lakhs = 10 Marks
  - Exceeding 20 Lakhs & upto 30 Lakhs = 20 Marks
  - Exceeding 30 Lakhs onwards = 30 Marks

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 = 10 Marks
- Exceeding 5 years & upto 10 years = 20 Marks
- Exceeding 10 years = 30 Marks

c) Total No. of people on their rolls

- Exceeding 20 & 50 = 10 Marks
- Exceeding 50 & 100 = 20 Marks
- Exceeding 100 onwards = 30 Marks

d) Quality related marks

- ISO (upto 2 years) = 05 Marks
- ISO (Exceeding 2 years) = 10 Marks

**Note:- Those stationed in Delhi will be given preference.**

17. 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 tenderer, as per rules/ instructions made applicable from time to time by government.
18. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
19. **Director, IARI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.**
20. 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 level by mutual consultation and in case of failure in settlement dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
21. Acceptance by the Institute will be communicated by fax/telegram/email, express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/ telegram, express letter etc. should be acted upon immediately.

22. The Contractor/Service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The Contractor (a) shall take out and maintain and shall cause any subcontractors to take out and maintain, at their own cost but on terms and conditions approved by the procuring Entity' insurance against risks and for the coverage, as shall be specified in the SCC' and (b) at the procuring Entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Contractor shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders etc. are being used by their workers while carrying out works. The procuring entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing /discharging their duties/ for inspection or otherwise.
23. The Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. **Conditional tenders will not be accepted.**
24. The Institute in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules III of this document, at its discretion, in the interest of the job work.
25. **Successful bidder/tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.**
26. Successful bidder shall not sub-let the contract to any other contractor/sub-contractor.
27. **The following document/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 License under the Contract Labour (Registration & Abolition) Act, 1970.
  - (d) Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
  - (e) Scanned copy of numbers of Staff registered under ESI & EPF separately **(minimum 20 No.s of staff/supervisors should be on rolls.** Documentary proof of latest ECRs may be attached.
  - (f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
  - (g) Scanned copies of proofs of Three year's i.e.2015-16 to 2017-18 continuous experience of the firm in the field of providing 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 tenderer is providing the services for each of the last three or more financial years.
  - (h) Scanned copy of proof of minimum turnover of the firm not less **than Rs. 11,00,000/= (Rupees Eleven lakhs only) per year** during each of the last three or more years.
  - (i) Scanned copies of PAN / GST Registration Certificate with Bank Account details.

- (j) Scanned copy of Audited Balance Sheet of the firm for the last 3 (Three) financial years i.e. 2015-16, 2016-17 & 2017-18 by the Chartered Accountant.
- (k) The Firm/Agency must enclose a Certificate indicating that there is no criminal legal suit pending or contemplated against it.
- (l) 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. Deptt. Public Sector Undertaking or by Central Vigilance Commission during last Three years.
- (m) **Only those firms will be considered for financial bid who will qualify in the technical bid.**
- (n) Apart from above the bidders should have successfully executed / completed similar services over the last three years in the following manner:
  - 1. Three similar completed services costing not less than the amount equal to **40%** of the estimated cost: or
  - 2. Two similar completed services costing not less than the amount equal to **50%** of the estimated cost: or
  - 3. One similar completed services costing not less than the amount equal to **80%** of the estimated cost: or

The bidder shall authorize to seek references from the bidder's bankers.

**Other conditions: -**

- 1. 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.
- 2. **The competitiveness of the rates of each item will be decided Groupwise and thereby Groupwise work may be awarded to the successful bidders i.e. L1.**
- 3. Implements/items as indicated at Annexure\_\_\_\_&\_\_\_\_ required for operations will be provided by the vendor, which will be verified by the concerned officer of the Institute.
- 4. The contractor shall provide the list of his workers who shall be working in the beginning of contract.
- 5. Contractor will ensure minimum wages to be paid to the contractual manpower as per Minimum Wages prescribed by Govt. of NCT of Delhi from time to time.
- 6. **Each page of the technical bid must be signed by the tenderer 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 tenderer at the time agreement entered into.

Yours faithfully,

**Asstt. Administrative Officer (FHT)**

**For and on behalf of the Director, ICAR-IARI,  
NEW DELHI-110012**



TENDERS FOR **“JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS AGRICULTURAL RELATED AND ALIED SERVICES at Division of Fruits and Horticulture Technology, IARI, NEW DELHI- 100 12 “** 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 tenderer in addition to Post Box No., if any, should be quoted in all

Communications to this office:

Telephone No.:

Telegraphic Address/FAX/ Cellular No: -

e-Mail Address :

From:- \_\_\_\_\_

\_\_\_\_\_

To,

**Asstt. Administrative Officer ,  
Division of Fruits & Horticulture Technology,  
ICAR – I.A.R.I., Pusa, New Delhi – 110012.**

I/we have read all the particulars regarding the general information and other terms and conditions of the contract of **“JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS AGRICULTURAL RELATED AND ALIED SERVICES at Division of Fruits and Horticulture Technology, ICAR -IARI, NEW DELHI- 100 12 FOR A PERIOD OF ONE YEAR AT IARI LOCATED AT PUSA and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE and agreement to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-III to this tender and I/we agree to hold this offer open till 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-I & II to accompany this tender are at pages\_\_\_\_\_.
- b) Every page so attached with this tender bears my/our signature(s) and the office seal.
- c) Pay order/ DD No.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of **“Director, IARI” and payable at New Delhi** has been submitted to your office on.....(date) on account of earnest money.

**Signature of Witness:**

**Name & Address of Witness:**

**Signature & Seal of the Tenderer**

**Telephone No. Office ;**

**Phone                      Residence**

**Mobile No.**

**Technical Bid Application**

**For providing manpower field to the Division of Fruits & Horticulture Technology, ICAR-IARI, New Delhi**

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:  
(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/certificate of company/establishment:
11. Licence number/certificate of labour licence of respective Act:
12. Details of Earnest Money (Amount, DD  
No., Date,: Name of Issuing Bank) :
13. **Details for evaluation of Technical Bid**

<b>SNo.</b>	<b>Items</b>	<b>Details with Supporting documents</b>
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	

15. 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.
16. Additional information/detail, if any must be supported by attested certificates.

**All documents with Page numbers should be submitted electronically in PDF format.**

Dated : \_\_\_\_\_

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

Signature of authorized person)

Full Name and Designation with Seal:

**Requirement of the Technical Bid**

List of the essential documents being furnished for consideration of the Tender/Bid:-

<b>SNo</b>	<b>Item</b>	<b>Page No.</b>	<b>Remarks</b>
1.	Cost of the Tender fee		
2.	Attested copy of Earnest Money Deposit (EMD).		
3.	Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose		
4.	Attested copy of registration of manpower company/firm/agency/contractor with appropriate authority of the Government including valid license under the Contract Labour (Registration & Abolition) Act, 1970.		
5.	Attested copy of Registration Certificate of the firm with horticulture department of state/MCD/CPWD as the case may be, wherever required (for gardening / horticulture maintenance only)		
6.	Attested copies of EPF & ESI Certificate issued by the appropriate authority and minimum 20 No.s of staff with copy of latest ECR for ESI & EPF separately.		
7.	Attested copy of valid registration certificate by national and Small Industries corporation (NSIC), if applicable.		
8.	Attested copies of proofs of last three year's i.e. 2015-16 to 2017-18 continuous experience of the firm in the field of providing services in Central Govt. establishments/ autonomous bodies /corporations/ reputed public or private organizations, with details in enclosed tabular form in chronological order and Attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e.2015-16 to 2017-18.		
9.	Attested copy of minimum turnover of the firm not less than <b>Rs.15.00 lakhs (Rs. Fifteen lakhs only)</b> during each of the last three financial years duly certified by CA (Balance sheet and Profit & loss Account).		
10.	Attested copy of PAN, GST Registration Certificates.		
11.	Attested copy of Audited Balance Sheet of the firm for last 3 (three years i.e. 2015-16 to 2017-18) by the Chartered Accountant.		

12.	Firm/Agency must enclose an undertaking indicating that there is no criminal legal suit pending or contemplated against it.		
13.	Attested copy of 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.		
14.	ISO Certification, if any (copies to be provided)		

Dated: \_\_\_\_\_

Sign.of the Bidder or his Authorized Person

Name: \_\_\_\_\_

**All documents with Page numbers should be submitted electronically in PDF format.**

(Signature of authorized person)

Full Name and Designation with Seal:

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

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

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR JOB WORK/SERVICE FOR PROVIDING AGRICULTURE RELATED AND ALLIED SERVICES AT DIVISION OF FRUITS & HORTICULTURE TECHNOLOGY, IARI. Scope of work: Different fruit crops are being grown & maintained at research farm for R & D purpose. The major crops are Mango, Grapes, lemon, Guava, Ber, Papaya, Peach and other fruit corps.**

	Nature of work	
<b>Agricultural Practices (A)</b>	Preparation of basin, digging of pits/application and mixing of manures in pits (2 m dia)	
	Polythene/organic mulching in basins of mango, citrus, guava, grape etc.	
	Application of plastic mulch in different plots	
	Pit filling with soil: FYM mixture	
	Cutting of weeds/grasses by sword/rapier/blade	
	Preparation of fertilizer and micronutrient mixture and application in beds under Polyhouse	
	Leveling of experimental field	
	Harvesting of crop/intercrops	
	Manual weeding in intercrops/fruit plants row	
	Preparation of mango, guava, citrus plots for intercropping and application of organic and inorganic manures	
	Pit digging for planting/replanting/gap filling	
	Cleaning and removal of grasses/weeds on bunds	
	Irrigation in different blocks from hydrant water through channel	
	Removal of drip pipeline during ploughing in plots	
	Assistance in ploughing through Tractor/power Tiller	
	Bed preparation	
	Laying of dripline	
	Application of salinity treatment	
	Repair of irrigation channel	
	Pucca Channel cleaning	
	Kachcha Channel cleaning	
	Grass cutting by sward on the Road	
	Mannual weeding in tree basin	
	Making of irrigation channel & basin around fruit tree	

<b>Pruning, Plant Protection and Harvesting etc.</b> <b>(B)</b>	<p>Control of caterpillar/borer in mango and guava by cleaning of holes, application of insecticide</p> <p>Application of Bordeaux paste or any other chemicals on tree trunk of fruit plants upto (1m height)</p> <p>Removal of pruned, dead and fallen wood, leaves and dry grasses from the research block/farm area</p> <p>Tying of polythene strip (30 cm) around the tree trunk of mango and application of grease</p> <p>Pruning in ber, phalsa , grapes, peach</p> <p>Removal of dead branches &amp; Pruning in peach, citrus, mango etc.</p> <p>Pruning/removal of water spouts /dying twigs in fruit plant</p> <p>Application of Bio-fertilizer in fruit trees</p> <p>Thatching and plastic covering of fruit plants during winter (1-3 years old plants)</p> <p>Staking of newly established fruit trees</p> <p>Spraying of chemical in papaya, phalsa and nursery plants</p> <p>Spraying of chemical in mango, citrus, guava, grape</p>	
<b>Nursery operation and Nethouse /Polyhouse</b> <b>( C )</b>	<p>Shifting of seedling into polyhouse and net house (4"x6")</p> <p>Shifting of seedling from primary nursery to poly bags(4"x6")</p> <p>Preparation of mixture for filling of poly bags (size 4"x6")</p> <p>Filling of poly bag, portrays with potting media and sowing(4"x6")</p> <p>Preparation of soil : sand: FYM mixture and filling of polythene bags (4"x6")with mixture and sand : soil: and FYM and planting of saplings</p> <p>Weeding/removal of grasses from sapling in polybags/portrays/pots</p> <p>Extraction of stone from fruit, washing and cleaning of mango for rootstock raising</p>	

	Making of cuttings for plant multiplication	
	Air layering in fruit crops	
	Grafting in fruit plants	
	Seed extraction of fruits in citrus, guava, papaya & grape	
	Digging and lifting of grafted/budded/layerd saplings	
	Weeding/removal of grasses from sapling in Portrays	
	Weeding/removal of grasses from sapling in Pots	
<b>Hybridization (D)</b>	Assistance during crossing (hybridization) in following crops(Approx. 2000 flower in each/season)  Mango Citrus Grape Guava Papaya	

<b>Lab. Job work (E)</b>	Job work of lab activities (semi-skilled) nature involving activities viz. cleaning & dusting of glassware/ plasticwares, lab etc. & overall help in day to day work lab.maintenance & analysis work.	Per Month
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**Note: The competitiveness of the rates of each item will be decided Group wise and thereby Group wise work may be awarded to the successful bidders i.e. L1.**

**Taxes, if any be specifically mentioned as inclusive or exclusive.**



1. The contractor will have to provide documentary proof towards the deposit of amount in EPF/ESI department as statutory liability to process his bill for reimbursement/payment.

I/We agree to forfeit of the EMD/Performance Security, if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Document. We have carefully read the terms and conditions of the Tender Document and are agreed to abide by these in letter and spirit.

Signature\_\_\_\_\_

Name & Address of the firm

Mobile No. :

Email:

**A. Area of Main Garden**

S. No	Name of crop	Area (Sq.Metre)
1	Mango	30863.00
2	Citrus	47892.00
3	Grape	21678.00
4	Guava	21000.00
5	Papaya	4095.00
6	Ber	29530.00
7	Phalsa	11592.00
8	Bael	5096.00
9	Litchi	3734.00
10	demonstration	20100.00
11	Nursery	16299.00

**B. Area of Todapur Orchard including HDO, WTC and orchard near NBPGR gate**

S. No	Name of Crop	Area (Sq. Metre)
1	Mango	34692.00
2	Citrus	9000.00
3	Pomegranate	5814.00
4	Guava	11520.00
5	Ber	17200.00
6	Bael	12680.00
7	Aonla	12800.00
8	Nursery	1320.00
9	Fruit crop Cafeteria	15600.00

**C. Area under Polyhouse/Screen house/Shade net house**

S. No.	Type	Crop	Area (Sq.Metre)
1	Net House	Papaya/Citrus/ Grapes/Gauva	1450.00
2	Polyhouse	Nursery Papaya	100.00
3	Green House	Nursery	100.00
4	Screen house	Nursery	300.00
5	Screen house	Nursery	300.00
6	Poly House	Guava	100.00
7	Glass house	Tissue cultured plant	100.00

Road /Path = 4170 Sqare Meter Channel = 2025 m<sup>2</sup>

Total Farm Area Approximately = 84 acres (1 acre = 4,000 Square meter)

## Schedule -III

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE “JOB WORK CONTRACT FOR OUTSOURCING OF VARIOUS AGRICULTURE RELATED AND ALLIED SERVICES at DIVISION OF FRUITS & HORTICULTURAL TECHNOLOGY, ICAR - IARI, PUSA, NEW DELHI-12

### **TERMS & CONDITIONS :**

**Note: The Vendors must visit the Division at his own cost and acquaint himself with the operational system of the centre before quoting the rates in order to see the quantum of work cited above.**

### **TERMS & CONDITIONS:**

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff/Supervisor should be intimated to the Farm In-charge of the **Division of Fruits & Horticultural Technology, ICAR - IARI, Pusa, New Delhi-12.**
3. The Director, IARI reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR-IARI for the purpose. All complaints should be immediately attended to by the Agency.
7. The agreement is terminable with one month notice on either side. However, in case of extension it would be upto the IARI to terminate the contract without any notice.
8. The contractor shall not sublet the work without prior written permission of the Head / Farm Incharge of the Division.
9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
10. The selected agency shall provide the necessary manpower at **Division of Fruits & Horticultural Technology, ICAR - IARI, Pusa, New Delhi-12** as per labour acts prevalent in NCT of Delhi and respective state Governments covered in this tender. The agency shall employ good and reliable persons. In case any of the person so provided is not found suitable by the Institute, it shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
11. 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 Institute and the person so engaged by the contractor in the aforesaid services.
12. Payment for service contract will be made monthly upon submission of pre-receipted bill duly verified. However, if in view of any act of God, situation beyond control, the payment is not made within Two months, the IARI will not be liable to pay any interest on outstanding/delayed payment.

13. 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 i.e. EPF & ESIC contribution etc. **It would be the sole responsibility of the contractor to pay his manpower as the minimum wages act of the concerned State Govt.**
14. 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 Director, IARI shall be final and binding on the contractor.
15. Income Tax will be deducted from the payments due for the work done as per rule.
16. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract
17. 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.
18. While the contract is normally for one year, there is a possibility of its continuation for another one year after the approval of the competent authority, IARI, New Delhi.
19. Monthly wages should be as per the Minimum Wages prescribed by State Govt. **Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.**
20. That 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.
21. 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.
22. The contractor/agency will furnish to the Institute the list of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel.
23. 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.
24. 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.
25. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the INSTITUTE besides annulment of the contract.
26. 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.

**Risk Clause: 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.**

**LIQUIDATED DAMAGES CLAUSES:**

1. In case of non-satisfactory work noticed by the Competent Authority, IARI, an amount equivalent to two days of contract amount subject to a minimum of Rs. 1000/- will be levied as liquidated damages per day apart from penalty. 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.
2. 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 guards/manpower on any account.
3. Any misconduct/misbehavior on the part of the guards/manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

**PENALTY CLAUSE:**

1. If the number of worker (s) are found less than the minimum required under the contact a penalty of Rs.1000/- per worker/supervisor per day will be deducted from the bill.

Notwithstanding 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.

(Name & Address of the agency)

(For the ICAR-IARI)

1. ....

2. ....

**YEAR-WISE DETAIL OF 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)

**FINANCIAL BID****(This financial bid to be enclosed in a separate envelop with seal)**

Last Date of Receipt of Tender : \_\_\_\_\_ ( T i m e )

Date of opening of Financial Bid : As per the intimation.

To,

**The Head / Asstt.Admn.Officer**  
**Division of Fruits & Hort. Technology,**  
**ICAR - IARI, Pusa, New Delhi-110012.**

Sir,

I/We wish to submit our Tenders for THE “JOB WORK/SERVICE CONTRACT FOR OUTSOURCING OF VARIOUS AGRICULTURE RELATED AND ALLIED SERVICES at DIVISION OF FRUITS & HORTICULTURAL TECHNOLOGY, ICAR - IARI, PUSA, NEW DELHI-12 on the following rates.

	<b>Nature of work</b>	<b>Rate to be quoted</b>
<b>Agricultural Practices (A)</b>		
1.1	Preparation of basin, digging of pits/application and mixing of manures in pits (2 m dia)	Per Square meter
1.2	Polythene/organic mulching in basins of mango, citrus, guava, grape etc.	Per Square meter
1.3	Application of plastic mulch in different plots	Per Square meter
1.4	Pit filling with soil: FYM mixture	Per Cubic meter
1.5	Cutting of weeds/grasses by sword/rapier/blade	Per Square meter
1.6	Preparation of fertilizer and micronutrient mixture and application in beds under Polyhouse	Per Square meter
1.7	Leveling of experimental field	Per Square meter
1.8.	Harvesting of crop/intercrops	Per Square meter
1.9	Manual weeding in intercrops/fruit plants row	Per Square meter
1.10	Preparation of mango, guava, citrus plots for intercropping and application of organic and inorganic manures	Per Square meter
1.11	Pit digging for planting/replanting/gap filling	Per Cubic meter
1.12	Cleaning and removal of grasses/weeds on bunds	Per Square meter
1.13	Irrigation in different blocks from hydrant water through channel	Per Square meter
1.14	Removal of drip pipeline during ploughing in plots	Per Square meter
1.15	Assistance in ploughing through Tractor/power Tiller	Per Square meter
1.16	Bed preparation	Per Square meter
1.17	Laying of dripline	Per Square meter
1.18	Application of salinity treatment	Per Square meter
1.19	Repair of irrigation channel	Per Square meter

1.20	Pucca Channel cleaning	Per Square meter
1.21	Kachcha Channel cleaning	Per Square meter
1.22	Grass cutting by sward on the Road	Per Square meter
1.23	Mannual weeding in tree basin	Per Square meter
1.24	Making of irrigation channel & basin around fruit tree	Per Square meter
	<b>Pruning, Plant Protection and Harvesting etc. (B)</b>	
2.1	Control of caterpillar/borer in mango and guava by cleaning of holes, application of insecticide	Per tree
2.2	Application of Bordeaux paste or any other chemicals on tree trunk of fruit plants upto (1m height)	Per tree
2.3	Removal of pruned, dead and fallen wood, leaves and dry grasses from the research block/farm area	Per tree
2.4	Tying of polythene strip (30 cm) around the tree trunk of mango and application of grease	Per tree
2.5	Pruning in ber, phalsa , grapes, peach	Per tree
2.6	Removal of dead branches & Pruning in peach, citrus, mango etc.	Per tree
2.7	Pruning/removal of water spouts /dying twigs in fruit plant	Per tree
2.8	Application of Bio-fertilizer in fruit trees	Per tree
2.9	Thatching and plastic covering of fruit plants during winter (1-3 years old plants)	Per tree
2.10	Staking of newly established fruit trees	Per tree
2.11	Spraying of chemical in papaya, phalsa and nursery plants	Per plant
2.12	Spraying of chemical in mango, citrus, guava, grape	Per tree
	<b>Nursery operation and Nethouse /Polyuhouse (C)</b>	
3.1	Shifting of seedling into polyhouse and net house (4"x6")	Per 100 bags
3.2	Shifting of seedling from primary nursery to poly bags(4"x6")	Per 100 bags
3.3	Preparation of mixture for filling of poly bags (size 4"x6")	Per 100 bags
3.4	Filling of poly bag, portrays with potting media and sowing(4"x6")	Per 100 bags
3.5	Preparation of soil : sand: FYM mixture and filling of polythene bags (4"x6")with mixture and sand : soil: and FYM and planting of saplings	Per 100 bags
3.6	Weeding/removal of grasses from sapling in polybags/portrays/pots	Per 100 bags/pots



3.7.	Extraction of stone from fruit, washing and cleaning of mango for rootstock raising	Per 100 stones
3.8	Making of cuttings for plant multiplication	Per 1000 cuttings
3.9	Air layering in fruit crops	Per 100 successful plants
3.10	Grafting in fruit plants	Per successful graft/budding
3.11	Seed extraction of fruits in citrus, guava, papaya & grape	Per fruit
3.12	Digging and lifting of grafted/budded/layerd saplings	Per 100 saplings
3.13	Weeding/removal of grasses from sapling in Portrays	Per 100 Portrays (25 holes)
3.14	Weeding/removal of grasses from sapling in Pots	Per 100 Pots
<b>Hybridization ( D )</b>	Assistance during crossing (hybridization) in following crops(Approx. 2000 flower in each/season)	
4.1	Mango	Per 100 flowers
4.2	Citrus	Per 100 flowers
4.3	Grape	Per 100 flowers
4.4	Guava	Per 100 flowers
4.5	Papaya	Per 100 flowers

<b>Lab. Job work ( E )</b>	Job work of lab activities (semi-skilled) nature involving activities viz. cleaning & dusting of glassware/ plasticwares, lab etc. & overall help in day to day work lab.maintenance & analysis work.	Per Month
5.0		

**The competitiveness of the rates of each item will be decided Group wise and thereby Group wise work may be awarded to the successful bidders i.e. L1. Taxes, if any specifically be mentioned inclusive or exclusive.**

Before quoting the rates vendors are required to visit the Division to acquaintance themselves with the volume of work.

**Note:**

1. Any overwriting/cutting in figures will not be accepted. Taxes, if any specifically be mentioned inclusion or exclusion. 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.
2. **The competitiveness of the rates of each item will be decided Group wise and thereby Group wise work may be awarded to the successful bidders i.e. L1.**
3. The bids of the bidder quoting 'NIL' service charges shall be treated as non-responsive as per Govt. of India, MoF O.M.29(1)2014-PPD dated 28.1.2014.
4. The Service to be charged by the service provider to be quoted separately which will be the criteria for selection of L-1 bidder and remains unchanged during entire term of contract.
5. Department will reimburse all statutory payments as applicable from time to time, in addition to the above payments. The bill to be preferred on a monthly basis. The firm should therefore enclose copies of challans and ECRs etc. towards statutory payments made by it for reimbursement. The ECRs for EPF & ESIC shall be verified by the Division with reference to the manpower supplied on monthly basis.
6. In case of more than one successful lowest bidders (L-1) then work will be awarded to the firm on merit based on credentials of the firm to the satisfaction of Competent Authority, IARI, Pusa, N.D.

**I/We agree to forfeit of the EMD/Performance Security if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Document. We have carefully read the terms and conditions of the Tender Document and are agreed to abide by these in letter and spirit.**

**Signature** \_\_\_\_\_

**Name & Address of the Firm** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**E-mail** \_\_\_\_\_

## ANNEXURE - II

### DRAFT SPECIMEN AGREEMENT

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

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

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

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

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, IARI, New Delhi. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the Firm shall issue identity card to each of the workers engaged for entry into (name of the Instt.) premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Instt.) may cancel the contract.
15. That the Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the Instt.) on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.)..... due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the (name of the Instt.) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ..... (name of the Instt.) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of ..... (name of the Instt.) ':'
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the" contract with trust, diligently and honestly.
22. In case of any accident/ loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.

24. The firm shall provide a Co-ordinator for immediate interaction with the Institute.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs. 1000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by (Name of the Institute) and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 1000/- per worker per day will be deducted from the bill.

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

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

(Name & Address of the firm)

(For the Director, IARI)

Witness:-

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

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