

MAINTENANCE & ENGINEERING UNIT  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
NEW DELHI-12.

F. No. HK-01/23-24/ME Unit

Dated: 18.12.2023

**e-Tender Notice**

Online bids are invited by the Director, ICAR-IARI on behalf of Secretary, ICAR for the “**Mmechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12**” from those firms who are dealing in line and having minimum three years experience for such in above nature of work in Government Organization/Institutions.

**EMD of Rs. 5,00,000/ (Rupees Five Lakh Only)** should be in the form of **D.D./Pay Order/Fixed Deposit Receipt/Bank Guarantee** from commercial bank drawn in favour of **Director, IARI** payable at **New Delhi** . The original EMD should be submitted to the Tender Inviting Authority on or before the last date and time of online bid submission.

The Online Tender Documents can also be viewed on the IARI Website [www.iari.res.in](http://www.iari.res.in) & [www.gem.gov.in](http://www.gem.gov.in)

**Critical date & time of Tender is as under:-**

NIT No.	F. No. HK-01/23-24/ME Unit
Last date & time of submission of bid	<b>10.01.2024</b>
Date & Time of opening of Online Technical bid	<b>10.01.2024</b>
Address for communication	<b>ME Unit, Director Office, IARI, New Delhi-110012</b>

**SD/-  
A. O. (Works)**

**Prescribed format of receipt of deposition of original EMD :-**

Receipt of deposition of original EMD (Receipt No...../date.....)

1. Name of work.....
2. NIT No.....
3. Amount of Earnest Money Deposit.....
4. Last date of submission of bid.....
5. Agency Name .....
6. EMD No. & Date .....
7. EMD Amount & Last Date .....

**This receipt shall also be uploaded to the GeM Portal by the intending bidder upto the specified bid submission date and time.**

**Tender Cell, ME Unit**

**MAINTENANCE & ENGINEERING UNIT  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
PUSA, NEW DELHI-110012**

F. No. HK-01/23-24/ME Unit

Dated: 18.12.2023

**Invitation to e-tender and instructions containing terms and conditions governing the Mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**

**TENDER DOCUMENT**

**NIT No** : F. No. HK-01/23-24/ME Unit  
**Name of work** : **Mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**

**Total No. of page** : 25

**Last date of online Bids Submission** : **10.01.2024**

**Date of Tender Opening (Technical Bid)** : **10.01.2024**

**Validity of Tender** : **180 Days**

**Submission of EMD.** : **upto 2.30 P.M. of 10.01.2024**  
**at Maintenance & Engineering Unit, Directorate, IARI, New Delhi.**

**Name, Address, E-mail & Mobile No. of Firm :**

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**Note:**

- 1. The Director, IARI may at his discretion, extend this date by a suitable time and such extension shall be binding on all tenderers.**
- 2. If the date up to which the tenders is open for acceptance is declared to be a holiday the tenders shall be deemed to remain open for acceptance till the next working day.**

**MAINTENANCE & ENGINEERING UNIT  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
PUSA, NEW DELHI-110012**

F. No. HK-01/23-24/ME Unit

Dated:18.12.2023

**Notice Inviting e-Tender**

From: The Chief Admin. Officer (Works)

IARI, New Delhi-12.

To,

.....  
.....

Dear Sir(s),

e-tender are hereby invited by the Director, ICAR-IARI on behalf of Secretary, ICAR for the “**Mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12:.**”

1. The terms and conditions of the contract which will govern the contract are contained in the General conditions. The special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates in the tender 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. 5,00,000/- (Rupees Five Lakh Only)** must be deposited in the form of demand draft/pay order/FDR/ from any nationalized commercial Bank in favor of **Director, IARI**, payable at **New Delhi**. EMD must be deposited off-line to ME Unit, Directorate, IARI, New Delhi-12 before the closing date and time positively.
3. The tenderer is being permitted to give tender 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 fail to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer is not accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same in writing.
4. 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 tender 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.

5. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
6. 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 tender form or any other document 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 Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedule to the tenders and annexure, if any should be signed by the tenderer & The firms are requested to submit their hard copy of self-attested signed & sealed documents must reach before the date of opening of Technical Bid.
7. The Institute is not bound to accept the lowest or any other tender and also reserve to itself the right of accepting the tenders in whole or in part. No conditional tenders will be accepted.
8. An amount equivalent to **10 %** of the tendered amount as a security deposit for the contract is to be deposited by the selected agency/successful tenderer in the form of Bank Draft/Pay order/FDR/ drawn in favour of **Director, IARI** payable at **New Delhi** only after receiving a communication from the Institute. In the event of not-depositing the same, the earnest money will be forfeited.
9. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
10. Goods & Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IARI will not entertain any claim whatsoever in this respect. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
11. 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 not mandatory to be communicated to the tenderer.
12. 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 proceeding 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.

13. Acceptance by the institute will be communicated by FAX, 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, Express letter etc. should be acted upon immediately.
14. As specified in the schedule, the tenders shall remain open for acceptance up to six months from the date of opening. The successful tenderer will have to undertake the job specified in this tender as and when required at site.
15. The Minimum Wages, EPF, ESI and all other minimum statutory requirements as per Minimum Wages Act as prescribed by the Govt. from time to time shall be followed failing which bid shall not be considered. Actual Rates for T & P Cost, Vehicle Component and Consumable Material Cost shall be considered. Source of rate shall be enclosed failing which bid shall not be considered. However the minimum wages will be enhanced after the declaration by the Govt. of NCT Delhi from time to time for ensuring minimum wages to the workers, enhanced rates will be paid to the Agency by the Institute accordingly after obtaining revised A/A & E/ S.

**Note:- GST over and above total quoted would be paid separately as per the prevailing rate fixed by Ministry of finance. Hence no need to add it in the quote.**

16. Successful tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs. 100.00 (Rupees One Hundred Only)

**17. Eligibility Conditions:**

The following documents/ vouchers are required to be enclosed with the tender:-

- a. Registration certificate of the firm under the Shop Act/ Company Act from the Govt. of NCT Delhi/State Govt/ company Act.
- b. Copy of ISO Certification for housekeeping services, a valid certificates to be attached.
- c. Minimum turnover of the firm not less than **75 Lakh Crore (Rupees Seventy Five Lakh Only)** annually during each of the last three financial years ending March'2023.
- d. The firm should have at least three year continuous experience in the field of providing such services in Central /State Govt. establishments/Autonomous bodies of Govt. of India or

- Corporations of Govt. of India. Please provide details in enclosed tabular form along with work order & satisfactory completion certificate.
- e. Certified Balance Sheet of the firm for the last three (2020-21 to 2022-23) financial years issued by the chartered accountant may be enclosed.
  - f. Employee EPF registration certificate issued by concerned Govt. Organization.
  - g. Employee ESI registration certificate issued by concerned Govt. Organization.
  - h. The agency should produce PAN No.
  - i. Goods & Service Tax registration certificate issued by Govt.
  - j. The agency should produce a valid solvency certificate from a scheduled bank for an amount not less than Rs. 50.00 lakh, which should not be older than 3 months. Total monetary value of services performed for each of last three years.
  - k. The agency should have at least satisfactorily completed one similar job of Rs. 2.00 Crores & above or two similar jobs amounting to Rs. 1.50 Crores & above each or three jobs of Rs. 1.00 Crore & above each of cleaning/sweeping and waste collection/disposal services (conservancy service) pertaining to internal & external area of large campuses in last three years in Central/State Govt. /Central Autonomous bodies /Central PSU or Universities. The satisfactory completion certificate should be enclosed.
  - l. The firm/agency must enclose certificate indicating that the agency is not black listed from any department and there is no criminal/legal suit pending or contemplated against them on Rs.10/- Stamp paper, which should not be older than 3 months.
  - m. The contractor/agency must have a registration with the contract labour (Regulation and Abolition) Act, 1970. Minimum 100 Nos. (Staff/Supervisors) should be on roll with the agency. Documentary proof in the shape of ECRs of EPF/ESIC with challans for at least last three months may be attached.
  - n. Bank account details & authority to seek references from the bidders bankers.
18. Only those firms will be considered for financial bid which qualify in the technical bid.
19. Joint Ventures are not permitted.
20. A consistent history of litigation or arbitration awards against the agency may result in disqualification.
21. Equipment and managerial capability: a) Ownership/proposal for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the bidding document.  
b) Contract manager with five years experience in services of an equivalent nature and volume, including no less than three years as manager.
22. The bidders & their representative may visit the site at their own cost and examine the site.

Yours faithfully,

**For and on behalf of the Director  
IARI, New Delhi**

**Requirement of the Technical Bid.****List of the essential documents being furnished for consideration of the Tender/Bid:-**

Sl. No	Item	Page No.	Remarks
A	Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State Govt /Company act.		
B	Minimum turnover of the firm should not be less than 75 lakh annually during the last three financial years ending March'2023.		
C	The firm should have last three years continuous experience in the field of providing such services in Central/State Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India or Union state ending march-2022-23. Please provide details in enclosed tabular form.		
D	Certified Balance Sheet of the firm for last three years to be provided attested by the chartered accountant. (2020-21, 2021-22 & 2022-23 )		
E	Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years in Govt. Organizations only.		
F	Employee EPF registration certificate issued by concerned Govt. Organization.		
G	Employee ESI registration certificate issued by concerned Govt. Organization..		
H	The agency should produce PAN No. (copy to be attached)		
I	The agency should produce a valid solvency certificate from a scheduled bank for an amount not less than Rs. 50 lakh not older than 3 months.		
J	The agency should have at least satisfactorily completed one similar job of Rs. 2.00 Crores & above or two similar jobs amounting to Rs. 1.50 Crores & above each or three jobs of Rs. 1.00 Crore & above each of cleaning/sweeping and waste collection/disposal services (conservancy service) pertaining to internal & external area of large campuses in last three years in Central/State Govt. /Central Autonomous bodies /Central PSU or Universities. The completion certificate should be enclosed		
K	The firm/agency must enclose certificate on Rs.10/- stamp paper indicating that there is no criminal/legal suit pending or contemplated against them (not older than 3 months)..		
L	The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970.. Copy of Registration to be enclosed.		
M	Nos. of staff/supervisors registered under ESI and EPF separately. Latest (last 3 months) ECR of Minimum 100 Nos. (Staff/Supervisors) required with their ESI and EPF contributions. Documentary proof to be attached.		
N	GST registration certificate issued by Govt. etc. (Copy to be enclosed.)		
O	EMD (Earnest Money Deposited)		
P	ISO Certification for Housekeeping Services, if any (a valid certificates to be attached.)		
Q	Bankers details and undertaking to communicate with the bank.		
R	Certificate that the agency is not black listed by any central/state/university/ autonomous organization (not older than 3 months).		

**Note: Sr. No. A to R documents are essential and liable to be filled page number in Annexure-F & therefore should be submitted by the Contractor failing which his/her Tender will be technically rejected. Please upload only essential and necessary documents in the technical Bid.**



**MAINTENANCE & ENGINEERING UNIT  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
PUSA, NEW DELHI-110012**

F. No. HK-01/23-24/ME Unit

Dated: 18.12.2023

**TENDER FOR THE CONTRACT FOR Mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**

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,

ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
NEW DELHI-110012.

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for “**Mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12**”.

1. and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedules to this Tender and I/We agree to hold this offer open till 180 days. The rates quoted will be valid for a period of one year in the event of award of the contract. I/We shall be bound by a communication acceptance dispatched with the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this tender ..... The Schedules & Annexures to accompany this tender are at pages .....
4. Every page so attached with this tender bears my signature and the office seal.
5. Pay order/DD No. .... Of Rs. .... Drawn in favour of Director, IARI and payable at New Delhi is enclosed as earnest money required.

Yours faithfully

Signature of Tenderer

Authorized Signatory (With seal)

Full Name.....

Address.....

Mobile No. ....

**SCHEDULE TO TENDER**

**PART-I**

1. Name & Address of the Firm/Agency
2. Constitution of the Firm/Agency
  - a) Indian Companies Act 1956/shop Act 1954.( Pl. give details)
  - b) Indian Partnership Act, 1932: (Please give name of partners)( details)
  - c) Any other Act, if not, the owner
3. i) For partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.  
ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.  
iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.
4. Registration number of the firm.
5. ESI No. of Firm.
6. EPF No. of Firm.
7. Registration No. under Contract labour (R&A) Act 1970.
8. Goods & Service Tax Registration No. of the Firm.
9. Experience in No. of years: Public Sector/Government Departments.
10. Turnover of last three years. (Certified scan copy attached)
11. Value of Valid Solvency Certificate issued by their bankers.
  
12. Details of Earnest Money Deposited. (Demand Draft/ Pay Order/ FDR number with date and Bank drawn on),& all the above information must be accompanied with the certified scan copies of the documents, failing which the quotation will be liable to be rejected. Tenderers should furnish specific answers to all the questions given below. Tenderers may please note that if the answers so furnished are not clear and /or are evasive, the tender will be liable to be ignored.

**Signature of Tenderer**

Full name.....

Address of the person signing(In block letter) .....

Whether signing as proprietor / partner / .....  
constituted attorney company

F. No. HK-01/23-24/ME Unit

**Name of work:- Mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**

**Annexure-A**

**SCOPE OF WORKS**

<b>A.</b>	<p>1. Day to day cleaning of lawns, passage, approach roads, storm water drains, plinth protection, shafts and kacha portion on all days by bamboo brooming of approximated area of 5,30,000 sq. metre. (In which 110 toilet blocks of approximately 5,000 Sqm Area. Rooms and Corridors of approximately 24,000 Sqm Area and open/Kachha Area for brooming / picking of rags / gutkha / polythenes / papers etc. of approximately 5,00,000 Sqm meters) including 10 KM road length including the lifting and shifting of daily waste to nearest dustbins from Godavari Guest House, Kaveri Training Hostel, Faculty Club/Narmada Complex, Vasant Hostel, Hemant Hostel, Varsha Hostel, Greeshm Hostel, Rituraj Hostel, Sharad Hostel and Shishir Hostel, Madhumas Hostel and New Girls Hostel with food courts at IARI. Day to day cleaning of lawns, passage, approach road, storm water drains, plinth protection, shafts and kacha portion of on all days by bamboo brooming at 80 Nos. Scientist Apartment, NRC Qtrs, Type-IV, Type-V (A ,B &amp; D-II) and Kaveri Apartment, Sarswati Apartment, Janak Vihar, Nehru Experimental Center, E-Type Qtrs, D-Type Qtrs., Bungalows covered only from the corner of Greeshm Hostel to C -25 corner, Avenue II from VIP Gate to Sindhu Colony and Roads with berms at IARI with brooms or tools on daily basis with emphasis on mechanized cleaning of streets No. 3 to 6 including lifting of garbage only from all guest houses of IARI. The Agency shall ensure that the Biodegradable and Non-Biodegradable wastes are separated out from the hanging plastic dustbins and disposed off accordingly, to Biomass unit or Dhalao (MCD dustbins) / MCD approved dumping sites, respectively on daily basis outside IARI Campus New Delhi-12, with brooms or tools if required as per the directions of Engineer-in-Charge and in charge of the concerned building premises with emphasis on mechanized cleaning on all days including Sunday &amp; Holidays.</p>
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The agency should access the volume of works and survey the place of work before Quoting the rates.

## Annexure-B

### DETAILED SPECIFICATIONS

Sanitary services are to be provided by the contractor in IARI, New Delhi campus to keep common area clean, which includes all external & internal open areas, roads, road side berms, courtyards, car parks, toilets, corridors & buildings included in the schedule. By providing necessary man power, material and T&P etc. complete in all respect as per instruction of the Engineer-in-charge of IARI, New Delhi. The work shall be carried out as specified below.

**(A) Requirement for work of cleaning and sweeping of roads, footpaths, courtyards, car parking, toilets, corridors & buildings included in the schedule. Picking up of paper bits and all other waste including maintenance malba as decided by Engineer-in-Charge**

1. All roads, berms, service lanes, courtyards, car parking and other open areas have to be swept every day during day hours as well as on gazetted holidays. The total area to be swept daily is approx. 5,30,000 sq. metre. In which 110 toilet blocks of approximately 5,000 Sqm Area. Rooms and Corridors of approximately 24,000 Sqm Area and open/Kachha Area for brooming / picking of rags / gutkha / polythenes / papers etc. of approximately 5,00,000 Sqm meters including 10 KM road length . The area is to be kept clean even on Holidays and Sundays. Emphasis shall be on fast and timely mechanized cleaning.
2. The above mentioned areas have to be kept clean and no litter of any kind will be left scattered anywhere in the campus. As the Campus is big and scattered in nature, therefore agencies must visit the Campus before hand to assess the amount of work before quoting their rates.
3. All waste collected from the above mentioned areas have to be transported in wheel barrows/rickshaw hand trolley and automated trolleys / truck / tempo etc. (properly covered) and disposed off in the designated drop sites. These designated sites shall be kept clean and arrangement to removed the garbage to the Municipal approved dumping sites in Delhi by MCD from IARI Campus.
4. All lawns including shrubs and hedges have to be kept clean, Fruit peels, groundnut husk and other litters have to be collected and disposed off in the designated dustbins and from bio-degradable bins to transported to Biomass Unit.
5. The refuse shall not be swept into the hedges/shrubs growing around the lawns.
6. Leaves collected during sweeping from the roads, road berms, open spaces etc. shall not be burnt. All leaves collected would be disposed off at prescribed sites. This shall be followed even in spring and autumn where leaves collected would be more.
7. The Campus roads, the lawns, the toilets and area around the drop sites shall be cleaned on daily basis and area be kept clean at all times.
8. The contractor shall provide sufficient number of mechanized machines brooms, wheel barrows, handcarts automated trolleys etc. to sweep and dispose off the garbage.

9. Open spaces like lawns, backyard of different office surroundings etc. have to be kept clean by mechanized machinery picking polybags, paper etc. daily and brooming if necessary.
10. Tree Leaves on the streets should be heaped in a place for lifting instead of brooming into the hedges. The heaped of tree leaves shall be lifted on the same day.
11. The waste material garbage that stored in the dustbins shall be sent to authorized MCD dumping ground outside the Campus regularly so as to avoid stinking smell in the area. All necessary permission in this regard from local bodies shall be obtained by the contractor. Nothing extra is payable on this account.
12. The contractor shall lift the garbage apart from wet leftover food from the commercial spots in the Campus. The lifting of wet food is the responsibility of the commercial establishments.
13. The contractor shall ensure that all the plastic dustbins fixed in the campus area are cleaned on daily basis

**(B) Requirement of work of collection of residential wastes from all dustbins i/c surroundings of dust bins and all Bungalows from the corner of Greesham Hostel to Corner of C-25 including disposal, segregation etc. complete along with supervisory services: (By engaging mechanized trolleys / truck / tempo/ JCB) and quote their genuine rates ( proof / source of genuity may be enclosed).**

1. The contractor will not be allowed to dump the collected waste at any place on the campus.
2. The contractor shall ensure cleanliness of the bins in the drop sites and also the area around it.
3. From time to time the contractor shall also campaign amongst the residents to ensure that segregation of waste is done at the households by putting banners.
4. The designated dustbin sites should be kept clean and in proper condition. The Institute has regular local and international visitors.
5. The contractor should also ensure that there is no smell or flies in the compost area. The contractor will also not use any chemicals for composting.
6. Minimum 6 Nos. of double chamber rickshaws or automated trolleys for transporting of garbage is to be arranged by the contractor himself at his cost for collection of waste.
7. It would be responsibility of contractor to arrange all permissions/approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute.
8. The contractor has to deploy all tools and plants including JCB / Truck / Tempo / Tractor with trolley along with driver, Rickshaws in suitable Nos. for carrying out job and quote their rates
9. The contractor must provide heavy leather gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage where minor injury to workers is not even anticipated.
10. Vehicle used for transportation of waste shall be covered. Waste should not be visible to public, nor exposed to open environment preventing their scattering.
11. Any other duties, which may be assigned from time to time apart from the duties, mentioned above to the contractor.

**(C) Requirement of work of internal cleaning of all included area in the schedule of work :**

1. There are various toilets located at the specified building included in the scope of work and at the Institute which shall be cleaned daily by the workers of the contractor from inside as well as from outside on all days including gazetted holidays & Sunday. All cleaning material / chemicals of reputed brand, floor mops and brooms for cleaning toilets shall be provided by contractor as per Schedule of Work. and quote their genuine rates.

**(D) Disposal of dead animals**

1. The contractor has to bury the dead animals like cat, dog etc as and when reported as per direction of Engineer in-Charge to the designated places.

## Annexure-C

### TERMS & CONDITIONS FOR PROVIDING CLEANING SERVICES (SPECIFIED IN THE SCHEDULE) AT IARI NEW DELHI

- 1 The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all workers are covered under an insurance cover and as per various Acts and Laws governing the same. The institute shall not be liable for any compensation in case of any fatal injury, death covered to by any man power while performing / discharging their duties/ for inspection or otherwise.
- 2 The Agency/Contractor shall provide two set of uniforms to its employees and ensure that they wear them at all times and maintain them clean. The firm's name on pocket & words CONTRACTOR WORKER on the back of upper should be inscribed. Not bearing of uniform by its workers may lead to fixed deductions from monthly bills.
- 3 All workers of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/Contractor at their own cost. The ID Cards will be issued by the Contractor. These will be countersigned by the Security Officer, IARI New Delhi.
- 4 The Contractor will provide Name Address, Telephone No & Photographs of its workers posted at IARI New Delhi to Security Officer (within one week) for records.
- 5 **Restrictions regarding Personnel Deployed:** The quoted rates shall not be less than the minimum wage fixed/notified as per Minimum Wages Act and other labour law by the Govt. of NCT Delhi, where the service is performed and shall include all statutory obligations. However bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would not be considered. The agency shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Institute shall not be liable for any dues for availing the services of the personnel. The agency should ensure that persons to be deployed are not alcoholic, drug addict and do not indulge in any activity prejudicial to the interest of the Institute.
- 6 The Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency/Contractor is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/Contractor shall immediately replace such employees forthwith at their own risk and responsibility. The Agency/Contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.
- 7 The Agency/Contractor will be responsible for all the staff supplied, verification of their antecedents through Delhi Police and a certificate to this effect be furnished by the Agency/Contractor to the Institute before deployment of the staff. The Agency/Contractor should maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required. Agency has to manage the work during function/ convocation, melas whenever such functions are organized in the Institute to keep area of function clean, spic and span.

- 8 In the event of any loss being occasioned to the Institute on account of the negligence of the duty by the Agency/ Contractor's employees, the Agency/ Contractor shall make good the loss sustained to the Institute either by replacement or on payment by adequate compensation.
- 9 That no right, much less a legal right shall vest in the contractor workers to claim /have employment or otherwise seek absorption in the Institute nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency / Contractors and this should be the solely responsibility of the Agency to make it clear to their workers before deputing on work at the Institute.
- 10 The Agency / Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract.
- 11 The contractor will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.
- 12 If the Agency / Contractor fails to implement the schedule of services to the satisfaction of the Engineer-in-Charge of the Institute on any day in any part of the said campus, shall be penalized by imposing a fine as mentioned in **Annexure -D** for breach of contract. The penalty shall continue for successive days till the Agency/ Contractor gets a certificate from the officer In-charge and such penalty shall be recovered from the bill of the contractor. The decision of Engineer-in-Charge shall be final and binding of the contractor/agency.
- 13 The Agency / Contractor shall render the cleaning services on all days of the month including gazetted holidays i.e. round the period of contract as work specified in Annexure A/B.
- 14 The contractor shall ensure that none of the employees of the Agency/Contractor shall enter into any kind of private work at the different campuses of the Institute.
- 15 The employees of the contractor shall be of good character and of sound health and shall be below the age of 60 years but not below the age of 18 years and no worker will be allowed to stay in the Institute Campus. The Supervisor engaged should be at least with 10+2 qualification with sufficient experience. The contractor shall require to furnish the particulars of supervisors immediately after award of the work to Engineer-In-Charge.
- 16 The Contractor shall maintain an Inspection Book, wages register, advance register etc. as prescribed under labour laws which will be made available to ME Unit supervisory staff of the Institute and copies of the same shall be submitted along with monthly bills. Fault/observation recorded there on shall be attended to immediately.
- 17 The monthly payment shall be made to the Agency / Contractor on production of certificates of satisfactory completion of cleaning services at different locations/Buildings in the campus at IARI New Delhi from the officer in- charge. Payment for service contract will be made upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by contractual employees and ECR of EPF & ESI challans for submission of EPF &ESI contribution for each month.
- 18 The payment of the wages/Salary of the workers should be made by cheque/ECS/ NEFT only by the 7<sup>th</sup> day of every month. The agency shall note that No cash distribution of salary/ wages to workers.

The minimum wages are liable to change every six months i.e. 1<sup>st</sup> April and 1<sup>st</sup> October which shall be enhanced by institute after obtaining revised A/A & E/S and paid to the firm.

- 19 Minimum wages shall be paid to the workers by the Agency /Contractor at the rate fixed by Delhi Govt. from time to time and as per the Minimum Wages Act. The contractor shall also pay all such benefits to its employees as envisaged under various Acts and Labour laws like ESIC Act, EPF & MP Act, taxes, etc. The contractor shall also ensure compliance of all laws and / or to be made applicable and IARI shall not be liable for the same and the contractor indemnifies IARI in all respects thereof.
- 20 A Separate challan along with the list, ECR for workers must be submitted along with the payments of ESI and EPF along with the bills.
- 21 The Agency / Contractor shall abide by all mandatory CL (R & A) Act 1970 / Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein. Though any such onus shall be the exclusive responsibility of the contractor, and it shall not involve the Institute in any way whatsoever.
- 22 The Institute reserves the right to ask and require the contractor to remove any person deployed by him without assigning any reason / notice.
- 23 In case of any dereliction of duty, gross neglect an unintended damage caused by the contractor or its staff or otherwise any harm done to the Institute its properties its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on Legal / judicial proceedings as well as pay penalty which the Director, IARI may deem fit.
21. The duration of the job contract shall be initially for one year and extendable up to two to three years on same rate, terms & conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving two months notice by either party in writing on account of any of the following reasons:-
  - i) On account of unsatisfactory performance
  - ii) Breach of contract clauses
  - iii) Persistently neglecting to carry out his obligations under the contract

When the contractor has made himself liable for action under any of the aforesaid cases, the Engineer-in-Charge on behalf of IARI, New Delhi shall determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) upon such determination, the performance guarantee deposit shall be forfeited and shall be absolutely at the disposal of the IARI, New Delhi. In the event of above courses being adopted by Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.

22. **The contractor shall deposit an amount equivalent to 10% of the tender amount as Security Deposit (in the shape of Demand Draft Bank Guarantee or FDR of a Scheduled Bank) with the Institute for the entire duration of the Contract.**
23. The employees of contractor shall be bound to perform the assigned jobs by Engineer-in-Charge even though the same may not have been included in the Schedule of Services.



24. To ensure proper cleaning of all the specified area as scattered at all over the campus, the Engineer-in-Charge may take the help of Facilities In-charge or any such representative of each Deptt. / Centre/ Unit as the case may be.
25. The contractor would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable
26. Agency shall deploy its manpower & machinery at 7:30 AM. & clean the premises before 9.00 A.M. i.e. before the start of Institute working hours on daily basis. Manpower shall also stay upto 4.30 P.M. for cleaning, scavenging work.
27. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Delhi Courts only and no other court shall have the jurisdiction. The seat of arbitration shall be Delhi.
28. Cleaners deployed should not be changed frequently due to security reasons. If any rotation of the cleaners is required on account of Labour Laws, this may be done with prior intimation to the Engineer in-charge.
29. All toilets at the institute will be handed over to the contractor with all the inventory items. After it has been handed over to the contractor, he will be responsible for the inventory items in the toilets. In case of any theft/ breakage in the toilets, a joint committee comprising of representatives of IARI New Delhi and Contractor will determine the responsibility of the loss/damage and if the responsibility is fixed in respect of Contractor, then the amount of loss will be deducted from the bill of the Contractor.
30. The cleaners deployed should not squatter in the open verandahs / lawns during leisure hours instead they may use the store to be provided by the Institute for resting and keeping their cleaning materials. Engineer-in-Charge will do the needful for providing a store to the contractor. They will also not change their clothes/uniform in open. Dignity & discipline of IARI New Delhi should be maintained always.
31. Feedback mechanism will be worked out to evaluate the performance of Cleaning personnels.
32. IARI Campus is a 'NO SMOKING ZONE' The Contractor should ensure that his employees DO NOT SMOKE while working in the IARI Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ khaini /tobacco etc. they will not play cards or indulge in gambling on campus.
33. The Contractor shall be required to work as per SOP (Standard Operating Procedure) approved by the Institute after award of work which shall require to be strictly followed.
34. No labour hut shall be allowed to be constructed and no labour shall be allowed to stay at IARI Campus and nothing shall be paid on this account.
35. Goods & service tax will be paid extra as applicable.

36. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & byelaws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
37. As the sites are scattered in nature, therefore the Agency is advised to physically examine the entire area before quoting the rates which also includes material/Taxes. In case of any dispute, interpretation of any clause English version of the tender only will be taken into consideration.
38. The house keeping Agency will indemnify & keep IARI indemnified from any claim, loss or damage that may be caused to the IARI on account of the house keeping Agency's failure to comply with their obligations under the various laws towards their staff /employees employed by them or any loss or damage to Ist party due to acts/ omissions of second party. The 1<sup>st</sup> party i.e. IARI shall be liable to pay an increase in minimum wages notified by Govt. of NCT Delhi from time to time to second i.e. housekeeping agency during the contract period after obtaining revised A/A & E/S.
39. The Director IARI has the right to debar the agency and forfeit the earnest money of the tenderer for a suitable period in case, he fails to honour the contract without sufficient ground.
40. Fuel consumables, repair and maintenance etc. required for mechanized scavenging shall be arranged by the agency it self as per the schedule and maintain on monthly record. Agency must ensure the quality and quantity of the materials / consumable supplied.
41. All Chemical, Toiletries, Stores & Consumables required for the job as given in **Schedule of work** are to be deposited to representative of the Engineer-In-charge./ respective Caretaker of the building at least for a month. All machineries and equipment's required for mechanized cleaning and sanitation as per list of T & P items are to be handed over to caretaker before commencement of contract. All the fuel consumables, repair, drivers, conductor and maintenance etc required for mechanized cleaning/housekeeping shall be arranged by the agency itself.
42. Director IARI, New Delhi reserves the right to reject any or all the tenders or accept them in part without assigning any reason thereof. The decision of the Director, IARI shall be final.
43. The nominated building Incharge shall maintain complaint book for each building as prescribed by the Institute. Fault/observations record there on shall be attended to immediately. Failing which agency shall be penalized by imposing penalty as mentioned in Annexure-F.
44. **The agency shall provide at least 90 Safaiwalas (Un-skilled worker) on daily basis to carry out the job under the supervision of 3 qualified supervisors with consumables/cleaning material and equipments as per the schedule.**
48. That in case service provider fails to make any statutory or contractual payment, then the ICAR shall have the right to realize this amount from the Security deposit of the Contractor.
49. The monthly pay of the contractual manpower will be paid as per consolidated wages as detailed in **Schedule of work** and pay slips will be issued to the manpower by the agency.
50. **Financial Bids quoting 'Nil'/ not unrealistic service charges shall be treated as non-responsive and will not be considered.** Therefore, every bidder is required to submit their

financial bid keeping in view the genuine expenditure to be incurred for man, machine, material and other legal obligations w.r.t. labor laws.

51. TDS under Income tax and GST will be deducted @ 2 % each from the monthly bill.

**Annexure-D**

**Compensation for breach of contract:**

<b>S.No.</b>	<b>Fault</b>	<b>Fine</b>
1.	Unclean External Area (Grounds)	Rs.200 (per 80x80 m <sup>2</sup> ) per day
2.	Dustbin (no emptied or left over outside)	Rs.1000 per day/per dustbin
3.	Unclean External Area (Buildings)	Rs.200 (per 30x30 m <sup>2</sup> ) per day
4.	Unclean Roads/Footpaths/ Ground	Rs 200 (per 500 Sqm ) per day
5.	Non cleaning of shafts	Rs. 200 per day
6.	Non-provision of wheel barrow, rickshaw and hand carts etc.	Rs.200 per day for each equipment.
7.	Unclean Toilet	Rs. 200 per toilet block per day
8.	Unclean internal corridor	Rs. 200 per corridor per day
9.	Deduction for unsatisfactory work certificate from End-user	Rs. 5000/- per month for each location/ Division/ decision of the committee
10.	Deduction for unsatisfactory certificate for shortage of cleaning material from End-user.	Rs. 10000/- per month for each location/Division
11.	Workers without uniform per worker per day	Rs. 100/- per day per worker.
12.	In case, complaints by worker for timely payment after 7 <sup>th</sup> of every month, less then prescribed minimum payment,	Rs. 10000/- per worker per complaints.

### BID/SCHEDULE

**Name of work: Manpower contract for mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**

Sl.No	Detail of items	Quantity	Unit
1.	Minimum Wages (As per Minimum Wages Act) including existing DA as per minimum wages at the rate fixed by Govt. of NCT of Delhi from time to time, Employees Provident Fund of as per Rules framed by EPFO from time to time, Employees State Insurance as per Rules framed by ESIC from time to time, leaves, uniforms/liveries, safety devices etc. A calculation sheet may be attached seperately. Schedule is based on Minimum Wages Rates in Govt. of NCT Delhi w.e.f. 1 <sup>st</sup> Oct. 2023.	90	Per Safaiwala per month
2	Minimum Wages (As per Minimum Wages Act) including existing DA as per minimum wages at the rate fixed by Govt. of NCT of Delhi from time to time, Employees Provident Fund of as per Rules framed by EPFO from time to time, Employees State Insurance as per Rules framed by ESIC from time to time, leaves, uniforms/liveries, safety devices etc. A calculation sheet may be attached seperately. Schedule is based on Minimum Wages Rates in Govt. of NCT Delhi w.e.f. 1 <sup>st</sup> Oct. 2023.	3	Per Supervisor per month
3	Cost on account of providing perfect workable 6 Nos Double Chamber Rickshaws, 2Nos Automatic Floor scrubber Devices, 2 nos single disc Scruber/polisher each daily.	1	month
4.	Suitable trips of Truck (8 to 10 ton capacity) including JCB shall be made per day/twice/thrice or as per requirement at the site to keep all the designated dustbins neat & clean for lifting & disposal of waste out side IARI Campus over the approved dumping sites. The charges of above T&P shall be inclusive of drivers, fuels, repair and maintenance etc. complete of the used vehicles.	1	month
5.	<u>List of Consumable Items to be supplied by the Contractor to the Institute</u>		
5.1	Hard brooms/ bamboo broom 200 cm	25	Pcs.
5.2	Phool brooms	35	Pcs
5.3	Vim (1 Kg. Pkt.) (555 or Vim Brand)	35	Pcs
5.4	Floor duster of standard size	70	Pcs
5.5	Bucket (10 Ltr.) (35/3 month) at a time	12	Pcs
5.6	Mugs (200/3 month) at a time	67	Pcs
5.7	Urinal Cubes (400 Gram Pkt.)/urinal mat	65	Pcs
5.8	Naphthalene balls (50Gram Each)	7	Kg

5.9	Cleanzo (5 Ltr. Pkt.)	13	pkt
5.10	Nylon Scrubber (Wiper)	35	Pcs
5.11	Toilet brushes	35	Pcs
5.12	Homocoal/Liquid Soap cleaner of reputed make (5 Ltr/. Pkt)	12	pkt
5.13	Odonil 950gram /pkt	1000	Pcs
5.14	Soap Cake (Life boy)125gm/Dettol	80	Pcs
5.15	Colin Bottle/ Glass Cleaning (500ml)	50	Pcs
5.16	Finit / Bay-go-on (5 Ltr.)	10	pkt
5.17	Finit pump(35 qtrly)	12	Pcs
5.18	Room Air Freshener	50	Pcs
5.19	Pochha (Jute Cloth)	300	Pcs
5.20	Taski Spiral (f 11 y5litre)	10	cane
5.21	Brasso 200 ml	2	Pcs
5.22	Harpic ( 500ml)	50	Pcs
5.23	Cob Web Remover Long brush (yearly) at a time (30/12)	3	Pcs
5.24	Bleaching Powder 1kg	30	Kg
5.25	Washing Powder (Rin)1kg	35	Kg
5.26	Plastic Juna big Size50mmx2mm	70	Pcs
5.27	Paper Rolls (110gm)	50	Pcs
5.28	Garbage bags (Big)75x75cm	12	Kg
5.29	Garbage bags ( Small )45.7x38.10cm	40	Kg
5.30	Dust bins LLDPE 100lit Quarterly at a time(50/3)	17	Pcs
5.31	Any other items necessary for satisfactory cleaning		

We undertake that the Man Power Cost and Company Service charges, Minimum Wages, EPF, ESI and all other statutory requirements Mandatory as per Labour Laws prescribed by the Govt shall be considered failing which bid shall not be considered. Quoted Rates shall be counted genuine if it is quoted from plus 10 % to minus 10 % limit of genuine rate, for T & P Cost, Vehicle component and Consumable Material Cost and company service charges shall be considered.

**Note:- GST over and above total quoted would be paid separately as per the prevailing rate fixed by Ministry of Finance. Hence no need to add it in the quote.**

Date

Place

Signature and seal of the Tenderer

**ANNEXURE-E**

**ACCEPTANCE CERTIFICATE**

I \_\_\_\_\_ Designation \_\_\_\_\_

(Name of the Company) \_\_\_\_\_ hereby accept

the terms and conditions given on page No. 1 to 25 along with Annexure A to G.

For M/s \_\_\_\_\_

\_\_\_\_\_

Name & Signature of the Agency: \_\_\_\_\_

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at .....(Place)..... on .....D/M/Y of between INDIAN AGRICULTURAL RESEARCH INSTITUTE 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) through its authorized representative Shri ..... son of ..... Resident of ..... duly authorized by virtue of board resolution which term shall include its legal representatives, successor, assignees etc. on the other part.

WHEREAS the IARI, New Delhi is a deemed university under the aegis of Indian Council of Agriculture Research and has approx 1200 acres campus at Pusa wherein it is in requirement of **“Manpower contract for mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**

AND WHEREAS, the Firm has represented that they have sufficient knowledge and expertise in this field and based on the aforesaid representation and assurance of the Firm IARI, New Delhi has agreed to assign the work/job **“Manpower contract for mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12”** to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. ....(date) .....and will remain in force for a period for one year. However, the agreement can be terminated by IARI, New Delhi by giving two calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms and conditions.
2. The firm shall be responsible for **“Manpower contract for mechanized scavenging, housekeeping and cleaning services for Residential Area of the Campus at IARI, New Delhi-12.**
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 Delhi Police.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the IARI, New Delhi shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at IARI, New Delhi premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The IARI, New Delhi shall have the right to ask for the removal from the IARI, New Delhi premises any personnel considered by the IARI, New Delhi to be incompetent, disorderly or any other reason and such person shall not again be deployed again at IARI, New Delhi without the consent of the IARI, New Delhi.
7. The Agency / Contractor shall provide the Cleaning services on all days of the month including gazetted holidays i.e. round the period of contract as work specified in Annexure-I. There will be no separate payment for three National Holidays i.e. Republic Day, Independence Day and Gandhi Jayanti, Bharat

Swachhata Abhiyan Divas and the same is to be included in the daily /monthly charge (mentioned in para 3(v) above) by the contractor.

8. Monthly consolidated charge for job/work contract for providing job work at IARI, New Delhi is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Goods & 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 Institute in the form of crossed cheque payment to the firm subject to satisfactory performance /delivery of contracted job/work/services. Copies of document such as deposit ECR challan along with list of persons showing deposit of ESIC, EFP with the concerned agencies are also to be deposited with the bill. Monthly deposit GST shall be enclosed 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 IARI, New Delhi. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The seat of arbitration shall be Delhi and arbitral proceedings shall be conducted in English language.
11. That the firm shall issue uniforms to all their employees engaged. Which they shall wear while on duty.
12. That the firm shall issue identity card to each of the workers engaged for entry into IARI, New Delhi 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 IARI, New Delhi shall 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, ESI & MP Act, 1958, ESI Act, 1948 etc. Firm agrees to indemnify and keep indemnified IARI, New Delhi on account of any failure to comply with the obligations under various laws or damage to IARI, New Delhi and/or due to acts/omissions of Firm. The Firm shall also ensure compliance of all laws applicable and/or to be made applicable and the IARI shall not be liable for the same and the Firm indemnifies IARI in all respects thereof.
16. It is also agreed that under no circumstance, the volunteers and /or the employees/workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IARI, New Delhi and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IARI, New Delhi 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 IARI, New Delhi.
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 and/or its employees, then the firm shall be entitled to pay such damages as determined by the Director, IARI New Delhi and his decision shall be final and binding on the firm and the firm



shall be pay the same within the time prescribed by the Director, IARI and /or the same shall be deducted from the bills raised by the firm.

19. The firm shall not sub-contract the work assigned to it under this contract and/or transfer its right 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 any compensation to be paid 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 Coordinator 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 as specified in **Annexure-D** of the contract 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 INDIAN AGRICULTURAL RESEARCH INSTITUTE and if no action is taken within an hour liquidated damages clauses 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 manpower on any account.
3. 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.

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 one the day, month and year as mentioned above.

(Name & Address of the firm)

**(For the Institute)**

**Witness:**

1. ....  
.....
2. ....