

Division of Soil Science & Agricultural Chemistry
ICAR-Indian Agricultural Research Institute, New Delhi-110012

File No.SSAC/2024-25/Lab & Field Job/

Dated:24.12.2024

(Bid Number/बिड संख्या-GEM/2024/B/5742081, Dated/दिनांक 24.12.2024)

On behalf of Director, IARI, New Delhi-12, the Head, Soil Science and Agricultural Chemistry, ICAR-IARI, New Delhi-110012 invites online custom bid **through GeM Portal for annual JOB WORK rate CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR AGRICULTURAL RELATED WORKS (POTS HOUSE/ GREEN HOUSE/ LABORATORY) AND FARM FIELD AT DIVISION OF SOIL SCIENCE AND AGRICULTURAL CHEMISTRY, ICAR-IARI, NEW DELHI-110012** for a period of **one year and extendable by further one or more years**, if necessary, as per requirement in the interest of **ICAR-IARI, New Delhi** subject to satisfactory performance of the Firm/Agency and its willingness to continue on same terms and conditions, as per requirements.

1. Bid Details:

Type of Tender/Bid	Custom bid for services through GeM Portal
Estimated Value	65.00 lakh (Sixty Five Lakh Only)
EMD/Bid Security	Rs. 130000/- (Rs. One lakh Thirty Thousand Only)
Performance Security	5% of Contract Value
Bid submission start date	24.12.2024
Last date for submission of bid	14.01.2025
Date for opening of technical bid	14.01.2025

2. Contact Information for any query:-

- AAO, Division of Soil Science and Agricultural Chemistry, ICAR- IARI, New Delhi-110012

Online bids are invited under two-bid system through GeM system from registered/well established/reputed firms for providing the services for outsourcing of Various Services for Agricultural Related works (Unskilled nature) at the Division of **Soil Science and Agricultural Chemistry, ICAR- IARI, New Delhi.**

Bid form, terms & conditions and draft agreement etc. can be downloaded from the GeM Portal. Online bids complete in all respects should be submitted through GeM Portal. Please note that only online bids through GeM will be accepted.

Division of Soil Science & Agricultural Chemistry
ICAR-Indian Agricultural Research Institute, New Delhi-110012

File No. SSAC/2024-25/Lab & Field Job/

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Instructions to bidders

1. **How to apply:** The registered and experienced services providers for operational activities of field/farm and laboratory may apply against the bid floated for the same on GeM Portal. The firms must furnish full, precise and accurate details in respect of information asked for in the technical bid form of bid.

2. **Estimated Bid value:** The estimated tender value is **Rs.65.00 Lakh.**

3. **Earnest Money Deposit (EMD)/ Bid Security** – Bid Security of Rs. 130000/- (2% of estimated value) in favour of **Director, IARI, New Delhi** must be deposited in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's **Cheque**/Bank Guarantee or Insurance Surety Bonds from any of the Commercial Bank payable at **New Delhi.**

The Bidder should scan a copy of the Bid Security and upload it online through GeM Portal. The original copy of the Bid Security should be sent to **Asstt. Admn. Officer, Division of Soil Science and Agricultural Chemistry, ICAR-IARI, New Delhi-110012** during working hours i.e. **9.00 AM to 5.30 PM** on all working days (except Saturday, Sunday and Gazetted holidays) before the last date for submission of bids failing which bids will not be accepted. No interest will be paid on EMD/Bid Security.

Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal.

4. **The bid security may be forfeited:**

- (i) If the bidder withdraws his/her bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the bid document
 - (b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified.
 - (c) Fails or refuse to honor his/her own quoted prices for the services or part thereof.
 - (d) In such case, the bidder is also liable to be debarred for participating in the bidding/tendering process carried out by institute for a period of three years.

5. **Performance Security Deposit:** The Firm/contractor whose bid is accepted will be required to furnish Performance Security of **5% (Five Percent)** of the value of the contract for 14 months in favour of **Director, IARI payable at New Delhi.** This security deposit is to be furnished in the form of Account Payee Demand Draft/Fixed Deposit Receipt/ Bank Guarantee or Insurance Surety Bond from a Commercial Bank.

6. **Validity of the Bids:** The tender submitted by the firm / agency shall remain valid for **180 days** from the date of opening for the purpose of acceptance and award of work.

7. **Duration of contract:** The contract will be initially for a period of **1 year and extendable by further one or more years**, if necessary, as per requirement in the interest of **ICAR-IARI, New Delhi** subject to satisfactory performance of the Firm/Agency and its willingness to continue on same rate, terms and conditions. In case of unsatisfactory performance, the contract will be terminated by giving one month notice.
8. **Rates:** The rates should be quoted in **unit wise** in respect of all the field/farm crop/Lab. operations and other maintenance activities keeping in mind the quantum of work/activities to be done during the period. However, the rates thus quoted should be inclusive of Minimum wages as per prescribed by Central Govt. for agricultural workers with EPF, ESIC etc. payable under labour laws. The quoted amount should be inclusive of any other Govt. levies, if any, and services charges of firm. No request for alteration in the rates, once quoted will be entertained within the period of contract in any case. Any hidden charges, if found later at any stage, in any form will not be accepted and would liable to cancellation of bid/contract.
9. **Signing of Technical bid:**
 - i. Each page of the bid shall be signed by the bidder/firm/agency or a person duly authorized to bid the firm/bidder to the contract with stamp of the firm/agency.
 - ii. The tenders are liable to be ignored/rejected, if complete information as required is not given therein or if the particular information asked for in the schedules/annexures of the tender is not fully filled in. Individual signing the tender or other documents connected with the contract may specify whether he/she sign 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/she 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. Specific attention must be paid to the Conditions of the contract as the firm entered into would be governed by them.
 - iii. 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 tender and all other related documents 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/she has authority to bind such other and if, on enquiry, it appears that the persons so signing had no authority to do so, the **ICAR-IARI** shall without prejudiceto other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules/annexures of the tender, if any, should be signed by the firm/ agency.
10. **Right to Acceptance:**
 - i. The performance of firm should be satisfactory in executing the work related to agricultural activities. If the work executed by firm has not found satisfactory, their bid/contract will be rejected in that condition.
 - ii. If there is any bans impose on business transactions of the firms by any Govt. agency, the firm will be bound for reveal the facts & details regarding banalong with bid. If any information concealed in this regard by the firm/agency, the contract will be rejected.
 - iii. Director, **ICAR-IARI** reserves the right to accept or reject whole or in part or all the tenders without assigning any reason thereof.

11. Award of Contract:

- i. The bidder quoting overall lowest rates will be selected as L1 subject to the payment of wages as per Minimum Rates prescribed by the Govt., or otherwise specified for certain categories. The Successful L1 Bidder will be given the work order within 15 days from the finalization of the Tender. The bidder will then enter into an agreement with the Institute.
- ii. If tenderer does not accept the offer, after issuance of contract award letter within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited. The firm will be debarred (suspended) for participating in the bidding/tendering process carried out by institute for a period of three years.

12. **VISIT TO SITE:** The eligible firms are advised to visit and examine the site of required services and surrounding areas and obtain all information that may be necessary for preparation the bid of entering into a contract for the services before and after to see him-self the site conditions regarding the present status of field farm crops/Lab. and other related activities.

QUALIFYING CRITERIA REQUIREMENTS FOR TECHNICAL BID

1. Bids must be from reputed registered and experienced firms/Services Providers having last three years' experience and expertise of similar field/farm work in Govt. /PSU organizations.
2. The firm/agency should have valid PAN, ESI, EPF, GST number and labour license under contract labour (Regulation & Abolition) Act, 1970 before the date of opening of bid.
3. Conditional bids will liable to be rejected.
4. The Institute will evaluate the technical bids which will be substantially responsive i.e. properly prepared; meet the required terms & conditions etc. The contract will be awarded to the firms whose bid will be determined to be responsive, offering the best/lowest evaluated price on the basis of minimum applicable statutory obligations payable under labour laws and other T&C specified in this document.
5. In case any bidder is seeking exemption from Experience /Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the Institute.
6. The firms must have to produce the proof of all documents as mentioned on **Annexure-I** required for technical evaluation failing to which the firm is liable to disqualify technically.
7. ***The Bidder should quote rates for each and every operation/ activities in terms in Indian Rupees. If rate is not quoted for all the category, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder.***

The following documents are required to be uploaded with the Technical Bid in following manner:-

1. Details of EMD
2. Name of the Firm/Agency, Name of Director of Firm/Agency, Full address of operating/Branch Office with Telephone/Mobile No. & E-mail ID,
3. Self-attested copy of Income Tax (PAN) and GST Registration Certificates
4. Self-attested copy of Registration Certificate of the firm under Company/ Shops & Establishment Act of respective state for this purpose
5. Self-attested copy of Employee EPF registration certificate issued by Govt. etc.
6. Self-attested copy of Employee ESI registration certificate issued by Govt. etc.
7. Self-attested copy of **valid License** under the **Contract Labour (Regulation and Abolition) Act, 1970** issued by appropriate authority.
8. Nos. of staff/supervisors registered under ESI & EPF separately. Minimum **30 nos.** (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of **latest ECR** for the last 3 months (**Sep-2024, Oct., 2024 & Nov..2024**) may be attached.
9. **Details for evaluation of Technical Bid**
 - i) Self-attested copy of minimum turnover of the firm not less than **Rs. 20.00 Lakhs (Rupees Twenty Lakhs Only)** during each of the last three financial years i.e. **2021-22 to 2023-24** duly certified by CA (Balance sheet and Profit & loss Account).

- ii) Self-attested copies of proofs of minimum last three year's i.e. **2021-22 to 2023-24** of continuous experience of the firm in the field of providing similar type of such services to Central/State Govt. establishments/PSUs/ Nationalised Banks / Autonomous Bodies / Reputed organizations. Contracts/orders to be uploaded along with bid with details in enclosed tabular form in chronological order **& Self-attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years.**
 - iii) The Contractor/Agency must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening):
 - 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 - 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 - 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
10. Self-attested copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e. **2021-22 to 2023-24** issued by the Chartered Accountant.
11. An Undertaking as per attached Format (**Annexure-II**) 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 **during the last three years.**
12. Whether the firm has **any legal suit/criminal case pending against violation of EPF/ESI, minimum wages act or other laws** (give details). **The firm/agency must enclose undertaking (in technical bid) indicating that there is no criminal/legal suit pending or contemplated against them (Annexure-III).**
13. **Declaration by the bidder for code of Integrity and conflict of interest must be submitted as per Annexure-IV on letter head of the bidder.**

PAYMENT

Payment to the deployed labourer by firm:

1. The firm has to pay the minimum wages as prescribed by Central Govt. for workers deployed in agricultural activities and increase wage, if any, duration of contract period.
2. The Contractor will make the payment of wages from his/her own by 7th day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents along with the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis. EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the deployed personnel as prescribed by Centre Govt. from time to time and provide proof with monthly bill(s). He/she will maintain the record of wages paid, attendance, EPF, ESI and etc deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. Any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments.
3. The contractor is solely responsible to pay the payments for the labour engaged by him/her well in time and fulfill all the administrative formalities for clearing of his/her bills in a timely manner. In the event of any unrest in the campus due to delayed payments from the contractor if any accrued the institute will be at liberty to assess and recover the loss accrued to the institute on account of default on the part of the Contractor. Such deduction shall be commensuration with the loss accrued to the institute due to default of the contractor on this account which will be assessed by the institute. The contractor will have to submit the monthly ESI and EPF statement along with bill for payment. Income Tax and other taxes (if any) will be deducted from the payments due for the work done as per rule.

Payment of the firm:-

4. The Contractor will have to submit work completion report for its monthly work by 7th of each succeeding month along with his/her monthly bill. The progress report should be supported by the 'Work Satisfactory Report' to be collected by the contractors from authorized representative of Institute in token having worked done as per satisfaction of users.
5. Payment for service contract will be made monthly upon submission of pre-receipted bill in proportion of completed work with satisfactory report and shall be made 'monthly basis' after production of following proof:-
 - i. Documentary proof of disbursement of wages of the workers.
 - ii. The copy of ESIC/EPF and GST challan if applicable.
 - iii. Any other document required for the purpose.
6. Income Tax/TDS or any other tax if applicable will be deducted from the payments due for the work done as per rule.

ANNEXURE-I

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

Sr. No.	Particulars	Upload scan copy & Indicate Page No.
1	Details of EMD	(PDF)
2	Name of the Firm/Agency, Name of Director of Firm/Agency, Full address of operating/Branch Office with Telephone/Mobile No. & E-mail ID,	(PDF)
3	Self-attested copy of Income Tax (PAN) and GST Registration Certificates	(PDF)
4	Self-attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose	(PDF)
5	Self-attested copy of Employee EPF registration certificate issued by Govt. etc.	(PDF)
6	Self-attested copy of Employee ESI registration certificate issued by Govt. etc.	(PDF)
7	Self-attested copy of valid Licence under the Contract Labour (Regulation and Abolition) Act, 1970 issued by appropriate authority.	(PDF)
8	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 30 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of latest ECR for the last 3 months (Sept,2024, Oct.-2024 & Nov.2024) may be attached.	(PDF)
9	Details for evaluation of Technical Bid	(PDF)
(i)	Self-attested copy of minimum turnover of the firm not less than Rs. 20.00 Lakhs (Rupees Twenty Lakhs Only) during each of the last three financial years i.e. 2021-22 to 2023-24 duly certified by CA (Balance sheet and Profit & loss Account).	(PDF)
(ii)	Self-attested copies of proofs of minimum last three year's i.e. 2021-22 to 2023- 24 of continuous experience of the firm in the field of providing similar type of such services to Central/State Govt. establishments/PSUs/ Nationalised Banks / Autonomous Bodies / Reputed organizations. Contracts/orders to be uploaded along with bid with details in enclosed tabular form in chronological order & Self-attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years.	(PDF)
(iii)	The Contractor/Agency must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening): <ol style="list-style-type: none"> 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost. 	(PDF)
10	Self-attested copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e. 2021-22 to 2023-24 issued by the Chartered Accountant.	(PDF)
11	An Undertaking as per attached Format (Annexure-II) 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 during the last three years.	(PDF)
12	Whether the firm has any legal suit/criminal case pending against violation of EPF/ESI, minimum wages act or other laws (give details). The firm/agency must enclose certificate (in technical bid) indicating that there is no criminal/legal suit pending or contemplated against them (Annexure-III).	(PDF)
13	Declaration by the bidder for code of Integrity and conflict of interest must be submitted as per Annexure-IV on letter head of the bidder.	(PDF)

Note:-

- a) I/We, the undersigned certify that I/we have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me/us are valid and binding upon me/us for the entire period of contract.
- c) The Earnest Money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft/FDR/Bank Guarantee No. _____ dated _____ drawn on _____ bank _____ Branch.
- d) I/We give the right to the Competent Authority of **ICAR-IARI, New Delhi** to forfeit the earnest Money/Security money deposited by me/us if any delay occur on my part or failed to render the services within the stipulated period.
- e) I/We hereby undertake to render the services as per direction given in the tender document.
- f) I/We shall be vacating any space that may be provided to me by the Competent Authority to carry out the job or otherwise, before I/we put up the last bill of the contract period for payment.
- g) The L-1 bidder will be determined as per (Financial Bid/BOQ)

Date: -
Place: -

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

UNDERTAKING

I/We have read and understood IARI's General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by **ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE, NEW DELHI.**

I/We do hereby also accept that **ICAR-IARI, New Delhi** have the right to accept or reject this application and not to issue invitation to tender to me/us.

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

Signature:.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a nonjudicial stamp paper of Rs. 100/- (Rupees Hundred only) and attested by notary.

UNDERTAKING IN REGARD TO NON-BLACKLISTING

(On the Letter head of the Firm)

I/we undertaking that the dealing of our firm ***never blacklisted or stop dealing or tempering ban or debarred*** by any government department/organizations/public sector undertaking/Department of Expenditure or Ministry/ Your Department. And ***there is no criminal/legal suit pending or contemplated against violation of EPF/ESI, minimum wages act or other law***. In case found incorrect or guilty at any stage, our Rate contract will be terminated immediately further dealings will be stopped with our firm.

Signature of Authorized Signatory

With seal of the firm

FORMAT OF CODE OF INTEGRITY

To
The Director,

ICAR-IARI. New Delhi-110012

We M/s _____ hereby undertaken that we shall not act in contravention of the codes which includes provision of the essential ingredients of the Integrity Pact include:-

- i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- iii) Collusion, bid rigging or anticompetitive behavior that may impair the transparency.
- iv) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- v) Any financial at business transaction between the bidder and any official of the procuring entity related to tender or execution process of control which can affect the decision of the procuring entity directly or indirectly.
- vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii) Obstruction of any investigation or auditing of procurement process.
- viii) Making false deceleration or providing false information for participation in the tender process or to secure a contract.
- ix) Disclosure of conflict of interest.
- x) Disclosure by the bidder of any previous transgression made in respect of the provision of sub-clause.
- xi) With any entity in any country during that last three years or of being debarred by any other procuring entity.

(Bidders signature)
Stamp

Place:
Date:

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE “JOB WORK rate CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR AGRICULTURAL RELATED WORKS (POTS HOUSE/GREEN HOUSE/ LABORATORY) AND FARM FIELD AT DIVISION OF SOIL SCIENCE AND AGRICULTURAL CHEMISTRY, ICAR-IARI, NEW DELHI-110012.

SCOPE OF WORK

Scope of Work & (Terms & Conditions):

JOB WORK RATE CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR AGRICULTURAL RELATED WORKS (POTS HOUSE/GREEN HOUSE/ LABORATORY) AND FARM FIELD AT DIVISION OF SOIL SCIENCE AND AGRICULTURAL CHEMISTRY, ICAR-IARI, NEW DELHI-110012

Note: The contractors are advised to visit the working site him/herself regarding the present status of the site/farm field/Lab. and the quantum of work.

TERMS & CONDITIONS:

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the firm/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 Incharge/Supervising designated officer of Division of Soil Science and Agricultural Chemistry, ICAR-IARI-New Delhi-12
3. The **Director, ICAR-IARI, New Delhi** 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/her supervisor, and it shall be open to verification by the authorized officer of ICAR/IARI for the purpose. **All complaints should be attended immediately by the Agency.**
7. The agreement shall be terminated with serving one month notice from the Institute side and three months before advance request from the firm side.
8. The contractor shall not sublet the work without prior written permission of the Farm Incharge/Designated officer of **SS&AC Division**.
9. The contractor or his/her 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 personnel's at Division of Soil Science and Agricultural Chemistry, ICAR-IARI, New Delhi as per labour acts prevalent in NCT of Delhi and respective Central/State Governments covered in this tender. The agency shall employ good and reliable persons. In case any of the personnel so provided is not found suitable by the Head/Farm Incharge/AAO

Division of Soil Science and Agricultural Chemistry, ICAR-IARI, New Delhi, they shall have the right to ask for his/her 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 ICAR-IARI, New Delhi and there will be no employer-employee relationship between the ICAR-IARI, New Delhi 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.
13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR-IARI, New Delhi 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/her manpower as the minimum wages act of the central govt.
14. The contractor will discharge all his/her legal obligations in respect of the workers/supervisors to be employed/ deployed by him/her for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, ICAR-IARI, New Delhi 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 or more year after the approval of the competent authority, IARI, New Delhi.**
19. Risk Clause: ICAR-IARI reserves the right to discontinue the services 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/firm at the risk and cost of current agency/firm and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

20. That in case service provider fails to make any statutory or contractual payment, then the ICAR-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 full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number, etc. and will also ensure the verification of the antecedents of such personnel.
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 ICAR-IARI, New Delhi and/or property of the ICAR-IARI New Delhi 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. **LIQUIDATED DAMAGES CLAUSES:**
 - a) Whenever and wherever it is found that the work is not up to the mark in specified point/area or if specified quality work is not maintained or in case of non-satisfactory work performance noticed by the Competent Authority of IARI, 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/specified time given liquidated damages clause will be invoked. A proportionate deduction @ 10% of immediate subsequent bill of the contractor will be levied as liquidated damages apart from penalty. No correspondence shall be entertained from the contractor. The Director, ICAR-IARI, New Delhi shall have the full power to either take the work wholly or in the part thereof out of the hands of the contractor for any negligence of the contractor.
 - b) The Firm will not charge placement charges and/or on any other account from the manpower deployed at the ICAR-IARI, New Delhi. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
 - c) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
27. **PENALTY CLAUSE:** If the work/operation will not be completed within specified time frame, a penalty of Rs. 1000/- per day will be deducted from the bill upto 7 days and if work/operation will not be completed within 7 days of extended period with penalty the said work order shall stand cancelled & process of the termination of contract may be started. Notwithstanding anything above, the Director, ICAR-IARI, New Delhi reserves the right to reject any or all tender in whole or in part without assigning reasons therefore. The decision of Director, ICAR-IARI, New Delhi shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.
28. All the disputes pertaining to this contract shall be under the jurisdiction of Delhi Courts only.

**Division of Soil Science and Agricultural Chemistry
ICAR-Indian Agricultural Research Institute, New Delhi-110012**

SCHEDULE-II

Division of Soil Science & Agricultural Chemistry
ICAR-Indian Agricultural Research Institute, New Delhi-110012

**Subject: JOB WORK RATE CONTRACT FOR OUTSOURCING OF VARIOUS SERVICES FOR
AGRICULTURAL RELATED WORKS**

Sl.No.	Scope of Work	Unit	Estimated area/quantity/volume	Rates	Total cost (Including all taxes and other charges)
1	Bulk soil collection for 5 kg bag.	Nos.	1000		
2	Bulk soil collection for 10 kg bag.	Nos.	1000		
3	Bulk soil collection for 20 kg bag.	Nos.	1000		
4	Bulk soil collection for 40 kg bag.	Nos.	590		
5	Bulk soil collection for 50 kg bag.	Nos.	590		
6	Sample Transportation of 5 kg bag. Field to Lab	Nos.	1000		
7	Sample Transportation of 10 kg bag. (Field to Lab)	Nos.	1000		
8	Sample Transportation of 20 kg bag. Field to Lab	Nos.	1000		
9	Sample Transportation of 40 kg bag. (Field to Lab)	Nos.	590		
10	Sample Transportation of 50 kg bag. (Field to Lab)	Nos.	590		
11	Soil Sample Processing of 5 kg bag	Nos.	1000		
12	Soil Sample Processing of 10 kg bag	Nos.	1000		
13	Soil Sample Processing of 20 kg bag	Nos.	1000		
14	Soil Sample Processing of 40 kg bag	Nos.	590		
15	Soil Sample Processing of 50 kg bag	Nos.	590		
16	Cleaning of Pots for capacity 5kg	Nos.	1000		
17	Cleaning of Pots for capacity 10kg	Nos.	1000		
18	Cleaning of Pots for capacity 20kg	Nos.	1000		
19	Cleaning of Pots for capacity 40kg	Nos.	590		
20	Cleaning of Pots for capacity 50kg	Nos.	590		
21	Mixing of manure with(soil, compost, amendment etc.), Chemicals amendments (with or without), Filling of Pots for capacity of 5kg	Nos.	1000		
22	Mixing of manure with(soil, compost, amendment etc.), Chemicals amendments (with or without), Filling of Pots for capacity of 10kg	Nos.	1000		
23	Mixing of manure with(soil, compost, amendment etc.), Chemicals amendments (with or without), Filling of Pots for capacity of 20kg	Nos.	1000		

24	Mixing of manure with(soil, compost, amendment etc.), Chemicals amendments (with or without), Filling of Pots for capacity of 40kg	Nos.	590		
25	Mixing of manure with(soil, compost, amendment etc.), Chemicals amendments (with or without), Filling of Pots for capacity of 50kg	Nos.	590		
26	Arranging & Marking of Pots.	Nos.	1000		
27	Application of Fertilizers in capacity of 5kg pots	Nos.	1000		
28	Application of Fertilizers in capacity of 10kg pots	Nos.	1000		
29	Application of Fertilizers in capacity of 20kg pots	Nos.	1000		
30	Application of Fertilizers in capacity of 40kg pots	Nos.	590		
31	Application of Fertilizers in capacity of 50kg pots	Nos.	590		
32	Sowing & Planting of seeds in pots capacity of 5kg	Nos.	1000		
33	Sowing & Planting of seeds in pots capacity of 10kg	Nos.	1000		
34	Sowing & Planting of seeds in pots capacity of 20kg	Nos.	1000		
35	Sowing & Planting of seeds in pots capacity of 40kg	Nos.	590		
36	Sowing & Planting of seeds in pots capacity of 50kg	Nos.	590		
37	Application of irrigation in capacity of 5kg pots	Nos.	1000		
38	Application of irrigation in capacity of 10kg pots	Nos.	1000		
39	Application of irrigation in capacity of 20kg pots	Nos.	1000		
40	Application of irrigation in capacity of 40kg pots	Nos.	590		
41	Application of irrigation in capacity of 50kg pots	Nos.	590		
42	Weeding/hoeing in capacity of 5kg pots	Nos.	1000		
43	Weeding/hoeing in capacity of 10kg pots	Nos.	1000		
44	Weeding/hoeing in capacity of 20kg pots	Nos.	1000		
45	Weeding/hoeing in capacity of 40kg pots	Nos.	590		
46	Weeding/hoeing in capacity of 50kg pots	Nos.	590		
47	Spray of chemical on different types of plant in capacity of 5kg pots	Nos.	1000		
48	Spray of chemical on different types of plant in capacity of 10kg pots	Nos.	1000		

49	Spray of chemical on different types of plant in capacity of 20kg pots	Nos.	1000		
50	Spray of chemical on different types of plant in capacity of 40kg pots	Nos.	590		
51	Spray of chemical on different types of plant in capacity of 50kg pots	Nos.	590		
52	Pot wise harvesting 5 & 10 plants	Nos.	1000		
53	Threshing and cleaning 5 & 10 plants	Nos.	1000		
54	Sampling of soil (100 gm) per pot	Nos.	1000		
55	Sampling of plant (2to 5 plant)	Nos.	1000		
56	Sampling of water etc. (500 ml)	ml	10000		
57	Regular cleaning and maintenance of net house/green house etc. (1 sqm)	Sqm	30000		
58	Daily formulation of nutrient solutions using prepared stocks for the irrigation purpose. (1000ml)	ml	10000		
59	Tying of plants for their support, if required during its growth.(5 & 10 plant)	Nos.	1000		
60	Regular frequent picking of dried leaves/twigs of the plants and discarding them from 2 green houses cleaning of equipped labs (20 nos.) of the Division SS&AC.	Nos.	500		
61	Shifting pots as when required uprooting of plant and planting (10 Nos.)	Nos.	1000		
62	Preparation of distilled water. (1000 ml)	ml	10000		
63	Cleaning of assembly (one)	Nos.	1000		
64	Filling of bottle with distilled water (100 bottles)	Nos.	1000		
65	Assistance of Scientist, Students (UP, PG & PHD) & Sr. Research Fellows during the lab analysis of soil, Plant and water samples (10 Nos.)	Nos.	1000		
66	Analytical assistance (10 Nos.)	Nos.	1000		
67	Weighing of chemicals/manures/fertilizer and soil, plant and water sample as required (10 Nos.)	Nos.	1000		
68	Reagent preparation (1000 ml)	ml	10000		
69	Recording data electronically and calculation etc. (100 data)	Nos.	1000		
70	Cleaning/dusting of the all the laboratory equipment, tables, trollies etc.and organizing appropriately for their further use (1 sqm)	Sqm	10000		
71	Glassware and other apparatus (100 Nos.)	Nos.	1000		
72	Assisting lab users for helping them in Loading and unloading of the experimental materials comprising of water, plastic wares for sterilization (50 Nos)	Nos.	1000		

73	Discarding of laboratory wastes appropriately (100 Nos.)	Nos.	1000		
74	Media preparation and filling of trays/dish (10 Nos.)	Nos.	1000		
75	Assisting in preparation of plant nutrients solutions (1000ml)	ML.	10000		
76	Washing of glassware used in labs (100 Nos.)	Nos.	1000		
77.	Field preparation and layout of experiment field.	per acre	10 Acre		
78.	Manual and seed drill sowing of crop.	per acre	10 Acre		
79.	Gap filling of crop.	per acre	10 Acre		
80.	Bund channel/path area repairing/cleaning.	per acre	10 Acre		
81.	Crop thinning/rouging/detopping.	per acre	10 Acre		
82.	Application of herbicide/insecticide/fungicide.	per acre	10 Acre		
83.	Compost/FYM application/fertilizer basal and top dressing application.	per acre	10 Acre		
84.	Irrigation in the fields	per acre	10 Acre		
85.	Manual weeding by khurpi/kasola.	per acre	10 Acre		
86.	Earthing of crop.	per acre	10 Acre		
87.	Bird watching/scaring (6.00 to 18.00 IST) Per day	per acre	10 Acre		
88.	Experiment wise placing/removal of boards and levels,	per acre	10 Acre		
89.	Removal of crop residue form experimental field	per acre	10 Acre		
90.	Manual/combine harvesting/picking of experimental plot/field.	per acre	10 Acre		
91.	Threshing of crop.	per acre	10 Acre		
92.	Cleaning of farm produce.	per acre	10 Acre		
93.	Plant sampling of crop weighing packing and transportation of farm field to office of SSAC.	per acre	10 Acre		
94.	Soil sampling up to 30 cm depth etc.	per sample	160 samples		
95.	Soil sampling up to 60 cm depth etc.	per sample	160 samples		
96.	Soil sampling up to 90 cm depth etc.	per sample	160 samples		

97.	Rising of nursery of rice/vegetable crops per acre.	per acre	1 Acre		
98.	Soil and plant sample preparation.	per acre	10 Acre		
99.	Rising of nursery of rice/vegetable/flower crops etc.	per acre	10 Acre		
100.	Essential agronomic activities for any required crops as per need of the experiments etc.	per acre	10 Acre		

Note: Area/quantity of work can be increased or decreased as per field job work requirements. The firm have to accept increased/decreased work.

Note: The firm must visit the Division of Soil Science & Agricultural Chemistry at his/her own cost and acquaint himself/herself with the operational system of the division before quoting the rates in order to see the quantum of work cited above.

No equipment/machinery or tools and manpower etc., whatsoever, will be provided by the Institute and shall be arranged by the contractor at their own cost. Vendor should be fully equipped with the following equipment's executed the work contract

Equipment's/Tools/Accessories:-

1. Khurpi
2. Dranti
3. Kasoley
4. Phawda as per requirement of field and lab etc.

SERVICE LEVEL AGREEMENT FOR JOB WORK CONTRACT

1. The firms are advised to survey the field/farm and operations to be executed before responding to the job contract. For this purpose, firm may contact Farm **Incharge of Division of Soil Science and Agricultural Chemistry.**
2. 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.
3. The contractor/agency shall provide good and reliable persons with robust health and clean record as per labour acts prevalent in the concerned state government and comply with all the laws/acts of central/state govt. relating with this contract made applicable from time to time. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons thereof and the agency shall on replace such persons immediately. The contractor/Agency shall provide the list of workers working in the beginning of contract. Changing of workers/Supervisor should be intimated to the Farm **Incharge of Division of Soil Science and Agricultural Chemistry.** The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract immediately.
4. All the personnel deployed will perform their duty in proper uniform and shoes/gum boots. The contractor/firm shall, at its own cost, provide suitable uniform/protected clothing (both summer and winter) to the personnel with identity cards. The contractor shall alone be fully responsible for safety/security and insurance or life insurance of their personnel and Institute shall not be liable for any compensation in case of any fatal injury/death of any manpower while performing/discharging their duties.
5. The personnel provided should be capable of reading, writing and speaking Hindi or English. The personnel with a minimum qualification of Middle Standard may be preferred. The contractor/agency will furnish to the INSTITUTE the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel.
6. The personnel so provided by the agency under this contract will not be the employee of the **ICAR-IARI, New Delhi** and there will be no employer-employee relationship between the IARI and the personnel so engaged by the contractor in the aforesaid services.
7. The Contractor will make the payment of Wages from his/her own by 7th day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents alongwith the monthly bill to this office for payment. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis. EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. Contractor will ensure minimum wages/EPF/ESI to be paid to the deployed personnel as prescribed by Centre Govt. from time to time and provide proof with monthly bill(s). He/she will maintain the record of wages paid, attendance, EPF, ESI etc deposit and submit such records to the authorized Officer of the Institute regularly every month along with the bill. The any other tax which is as per rule of the Central/State Govt.

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

8. The workers should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of workers/supervisor is to go on leave etc. under intimation to this office.
9. The contractor or his/her workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
10. The contractor will discharge all his/her legal obligations in respect of the workers/supervisors to be deployed by him/her 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/IARI from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the **Director, ICAR-IARI, New Delhi** shall be final and binding on the contractor. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the INSTITUTE to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
11. The contractor shall be responsible for any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of fault, negligence and/or lapse of the workers deployed by the contractor/agency. The contractor shall be liable to pay the losses and damages as decided by the competent authority, ICAR-IARI. The amount of losses/damages will be recovered from either bills/security deposit of the contractor.
12. The terms and conditions as stipulated in the bid documents shall be part of the agreement which shall be executed between the **ICAR-IARI, New Delhi** and successful bidder/contracting agency.
13. Successful bidder/Firm will have to enter into a detailed contract agreement with **ICAR-IARI New Delhi** on non-judicial stamp paper of Rs. 100/- (One hundred only) for awarded job work in a format attached (**Annexure-V**) herewith this bid document.
14. The firm will have to provide all necessary equipment for carrying out crop activities as per scope of work.
15. **The terms and conditions reflected in the format of draft contract agreement (**Annexure-V**) attached are only tentative in nature and necessary changes, as deemed fit, shall be incorporated as per advice of Legal Cell, ICAR-IARI, at the time of awarding the Job/Work contract.**

(DRAFT SPECIMEN AGREEMENT)

This agreement is made at (place) -----on-----
 (month/year) ----- (day) between the first party or its authorized
 representatives, successor, assignees etc. (name & address of the firm)-----
 -----and In-Charge, **Division of Soil Science and Agricultural Chemistry, ICAR-Indian
 Agricultural Research Institute, New Delhi** on behalf of the Director, Indian Agricultural
 Research Institute, New Delhi on the other party.

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

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

1. This agreement shall come into force w.e.f. (date) -----to-----and will remain in force for a period for one year or till extended period but can be terminated by the Principal Employer by giving one calendar months' notice in writing of its intentions to terminate the Agreement. **If the firm wants discontinue the contract, the firm shall give a request before three months in writing.** The Agreement can be renewed, if necessary as per requirement, on mutually agreed terms.
2. The firm shall be responsible for annual job work rate contract for providing -----
 (nature of job).....at.....(Location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall be available all times and for all purpose be deemed to be employee of the firm and the----- (name of the Institute.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at----- (name of the Institute.) premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ----- (name of the Institute) shall have the right to ask for the removal from the Institute premises of any personnel considered by the----- (name of the Firm.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Institute).
7. The manpower deployed by the Agency should work as per the working days and timings of the----- (name of the Institute), if necessary the manpower may be deployed on Saturday, Sunday or Holiday except National Holiday. No extra wages will be paid for attending office on weekends, holidays and late - sitting.

8. *Charges of work mentioned in work order for job/work contract for providing services at ----- (name of the Institute) (given as per terms and conditions specified and scope of work as per Schedule-I in the tender document and as per need basis) will be paid to the firm by the Institute. The firm will raise a bill after completion of work of particular month in next month. The office will release the payment while presenting the bill in office in proper format & correct in all respect on reimbursement basis. The documents such as deposit challans along with list of persons showing deposit of ESIC, EPF etc. with the concerned organisation and attendance of workers/Supervisors are also to be submitted along with the bill.*
9. The deduction of income tax and any other tax if applicable from the bills of the firm will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the----- (name of the Institute). The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their workers engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into ----- (name of the Institute) premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the ----- (name of the Institute) would be right to 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 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, viz. obligations under Contract labour (Regulation & Abolition) Act 1970, Employees Compensation Act, 1923, E.S.I. Act, 1948, EPF & MP Act 1952 etc. Firm agrees to indemnify and keep indemnified ----- (Name of the Institute) on account of any failure to comply with the obligations under various laws or damage to----- (name of the Institute) due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the----- (name of the Institute) and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the----- (name of the Institute) against any claim that it may have to meet towards the employees/workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of ----- (name of the Institute).

17. The contract will be awarded absolutely on the basis of job assigned and payment will be made to the contractor on satisfactory work completion report to be obtained from end user. Agency should pay all statutory dues to its workers strictly in terms of various acts and labour laws including MINIMUM WAGES/ESI/EPF etc. The contractor shall also ensure compliance of all laws applicable and/or to be made applicable and the IARI shall not be liable for the same and the Contractor indemnifies IARI in all respects thereof.
18. The contract is subject to the conditions that the firm shall comply with all the laws/wages and by laws of Central Govt. /State Govt. / NCT of Delhi as applicable relating to this contract time to time.
19. In case of any loss or damage to the property of the Institute/Council at which is attributable to the firm, the full damages will be recovered from the firm.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.
22. In case of any accident/loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him/her shall be restored by the contractor within 24 hours of its bringing to his/her notice.
24. The firm shall provide a Co-coordinator for immediate interaction with the organization. The contractor shall work cooperatively and amicably with In-charge, residents and other contractors working in the Campus
25. The terms and conditions as stipulated in the tender documents shall be part of the agreement.
26. **LIQUIDATED DAMAGES CLAUSE/ PENALTY CLAUSE:-**
 - i) Whenever and wherever it is found that the work is not up to the mark in specified point/area or if specified quality work is not maintained or in case of non-satisfactory work performance noticed by the Competent Authority of ICAR-IARI, New Delhi 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/specified time given liquidated damages clause will be invoked. A proportionate deduction @ 10% of immediate subsequent bill of the contractor will be levied as liquidated damages apart from penalty. No correspondence shall be entertained from the contractor. The Director, ICAR-IARI, New Delhi shall have the full power to either take the work wholly or in the part thereof out of the hands of the contractor for any negligence of the contractor.
 - ii) If the work/operation will not completed within specified time frame, a penalty of Rs. 1000/- per day will be deducted from the bill upto 7 days and if work/operation will not be completed within 7 days of extended period with penalty the said work order shall stand cancelled & process of the termination of contract may be started. Notwithstanding anything above, the Director, ICAR-IARI, New Delhi reserves the right to reject any or all tender in whole or in part without assigning reasons therefore. The decision of Director, ICAR-IARI New Delhi shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.
 - iii) Any misconduct/misbehavior on the part of the manpower deployed by the firm will not be tolerated and such persons will have to be replaced immediately.

27. The decision of the competent authority in the institute shall be final and binding on the contractor/firm in respect of any clause covered under the contract and any matter incidental to the contract.
28. All the disputes pertaining this contract shall be under the jurisdiction of Delhi Courts only.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above. (Duly sealed and signed).

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

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

Witness (Contractor/Firm):-
(Full Name, Mobile No. & Address)

Witness (Indenting Unit):-
(Full Name & Address)

1.....

1.....

2.....

2.....