



# अनुरक्षण एवं अभियांत्रिकी इकाई MAINTENANCE & ENGINEERING UNIT भाकृअनुप-भारतीय कृषि अनुसंधान संस्थान ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE नई दिल्ली-१२ NEW DELHI-12.

F. No. MEU (EW)/20-21/14

### e-Tender Notice

The Director, ICAR-Indian Agricultural Research Institute, New Delhi invites online e-tender two bid

system for entering into "RMO of DG set installed at different location i/c Directorate at IARI, New Delhi-12"

Name of work & location  RMO of DG set installed at different location	Estimate d cost (₹)	Earnest Money (₹)	Last date & time of bid submission	Date & time of bid opening
i/c Directorate at IARI, New Delhi-12	Item Rate	₹ 55,000.00	Upto14:30 hours 12.04.2021	<b>13.04.2021</b> at15:00 hours

EMD of ₹ 55,000/- (Rupees fifty five thousand 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 and cost of tender ₹ 500/- (Rupees five hundred only) in the form of DD/PO drawn in favour of Director, IARI payable at New Delhi shall be submitted to the Tender Inviting Authority on or before the last date and time of online bid submission. The details of D.D./Pay Order/Fixed Deposit Receipt/Bank Guarantee physically sent, should tally with the details available in the scan copy and the data entered during the online bid submission time otherwise the uploaded bid will be rejected.

The Online Tender Documents are available on IARI Website www.iari.res.in. & Central Portal www.eprocure.gov.in . Bids are to be submitted on central portal i.e. www.eprocure.gov.in .

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**Incharge, Works & ME Unit** 

Dated: 19.03.2021

#### Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this

#### e-Procurement Portal

- 1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrpt/TCS.
- 2. Bidder then logs into the portal giving user id / password chosen during enrolment.
- 3. The e-token that is registered should be used by the bidder and should not be misused by others.
- 4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 6. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 7. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 8. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together
- 9. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender
- 10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 13. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 14. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- 15. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 16. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 17. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 18. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

- 19. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 20. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 21. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual & 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.
- 23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 24. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock.
- 25. The tendering firm has to carefully assess the scope of work with specific reference to the inside and outside premises of the building and understand the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site where the services are to be provided. For any clarification(s) related to the tender/scope of work or inspection of the premises, the prospective bidders may contact ME Unit, Director Office, IARI, New Delhi-110012

### List of Documents to be scanned and uploaded within the period of bid submission:

- 1. Demand draft / Pay order / FDR / Bank Guarantee of any Scheduled Bank against EMD and Tender Fee.
- 2. Receipt of EMD & Tender Fee.
- 3. Certificate of Registration for GST.
- 4. Copy of PAN.
- 5. Experience of similar nature of works in last three years.
- 6. Tender documents and all required documents etc.

No.	- / - /ME Unit	Dated :
	Prescribed format of receipt of deposi	tion of original EMD/Tender Fee
•	receipt shall also be uploaded with techn ling bidder upto the specified bid submissi	nical bid to the e-tendering website by the
	ang stader apro the specifical state susmission	on date and canet,
1.	Name of work	
2.	Tender ID	
3.	Estimated Cost	
4.	Amount of Earnest money deposit	
5.	Last date of submission of bid	

6. Agency Name .....

7. EMD (No. & Date) .....

8. Tender Fee (No. & Date) .....

Tender Inviting Authority ICAR-IARI-ME Unit

### CERTIFICATE TO BE SIGNED BY THE TENDERER

### **CERTIFICATE**

documents from page	to	have been filled properly
and signed with seal of the fi	rm/company.	
	Signature of tenderer:	
	Name in block letters:	
	Name of firm:	
	Full address:	
	iii) Fax No	

Signature of Tenderer with office seal

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

F. No. MEU (EW)/20-21/14	Dated:
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### **Notice Inviting e-Tender**

From:	The Chief Admin. Officer (Works)
	IARI, New Delhi-12.
To,	
Dear S	ir(s),

e-tender are hereby invited by the Director, ICAR-IARI on behalf of Secretary, ICAR for the "RMO of DG set installed at different locations at IARI, New Delhi-12.

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.

- 1. 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.
- 2. 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.

- 3. 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. Firms are however at liberty to submit the tender for the whole or any portion or to state in the tender that the rates quoted shall apply only if the tenders are considered fully. No conditional tenders will be accepted.
- 4. An amount equivalent to 3 % 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 favor of **Director**, **IARI** payable at **New Delhi** only after receiving a communication from the Institute. If the agency fails to deposit the security amount within the stipulated time, the contract will be cancelled and agency will be debarred from parties. Parting in the tender in IARI from three years.
- 5. Scan copy of bid security declaration at **Annexure-2**.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.

11. 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. Genuine Rates for T & P Cost, Vehicle Component and Consumable Material Cost shall be considered. Source of genuine rate may be enclosed failing which bid shall not be considered. However the minimum wages shall 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.

12. 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)

### 13. Eligibility Conditions:

### Requirement of the Technical Bid.

List of the essential documents being furnished for consideration of the Tender/Bid. Only those bidders who submit all requisite documents as per this tender and secure 45 marks in the technical qualification on parameters mentioned below will be declared as qualified / eligible for considered financial bids:-

(a) Average turnover of the firm during last three years:-

•	Exceeding 20 lakh & Upto 30 Lakh	$\dots = 15 \text{ Marks}$
•	Exceeding 30 lakh & Upto 40 Lakh	$\dots = 20 \text{ Marks}$
•	Exceeding 40 lakh above	$\dots = 25 \text{ Marks}$

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

•	Exceeding 3 years	& Upto 5 Years	$\dots = 15 \text{ Marks}$
•	Exceeding 5 years	& Upto 7 Years	$\dots = 20 \text{ Marks}$
•	Exceeding 7 years		$\dots = 25 \text{ Marks}$

(e) Each bidder shall submit only one bid for one request for proposal.

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. Minimum turnover of the firm not less than 20 Lakh (Rupees twenty lakh) annually during each of the last three financial years ending March'2020.
- c. 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 as on closing date. Please provide details in enclosed tabular form along with work order & satisfactory completion certificate.
- d. Certified Balance Sheet of the firm for the last three (2017-18 to 2019-20 financial years issued by the chartered accountant may be enclosed (copies of BS & P/L A/c only)

- e. Employee EPF registration certificate issued by concerned Govt. Organization.
- f. Employee ESI registration certificate issued by concerned Govt. Organization.
- g. The agency should produce PAN No. copy.
- h. Goods & Service Tax registration certificate issued by Govt.
- i. The agency should produce a valid solvency certificate from a scheduled bank for an amount not less than Rs. 10.00 lakh, which should not be older that than 3 months.
- j. The agency should have at least satisfactorily completed one similar job of Rs. 20 lakh & above or two similar jobs amounting to Rs. 12 lakh & above each or three jobs of Rs. 8 lakh & above each of RMO DG set services in last three years in Central/State Govt. /Central Autonomous bodies /Central PSU or Universities. The satisfactory completion certificate should be enclosed.
- k. The firm/agency must enclose undertaking as per **Annexure-D** 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.100/- Stamp paper, which should not be older than 3 months. Agency shall also authorize the Institute to seek reference from bidder' banker.
- 1. The contractor/agency must have a registration with the contract labour (Regulation and Abolition) Act, 1970. Minimum 25 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 3 three months may be attached (November, December and January 2021).
- m. Agency shall submit bank account details.
- n. Agency should be registered with CPWD, or alike Govt, Agencies like, MES, railway, MCD, NDMC, DDA, PWD etc.
- o. Scan copy of bid security declaration.
- p. Only those firms will be considered for financial bid which qualify in the technical bid.
- q. Joint Ventures are not permitted.
- r. A consistent history of litigation or arbitration awards against the agency may result in disqualification.
- s. Equipment and managerial capability: a) Ownership/proposal for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the bidding document.
  - (a) The agency shall depute with five years managerial experience in services of an equivalent nature and volume.
- t. 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

### Bid Securing Declaration

### (To be submitted on Rs. 100 Non-Judicial Stamp paper duly notarized)

(Country) (City)

Bid-Securing Declaration Inviting to Bid No.

To I/we, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your blacklisting order; and (b) I/We will pay the applicable fine provided under section 6 of the Guidelines on the Use of Bid securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under section 23.1 (b), 34.2 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that bid securing declaration shall cease to be valid on the following circumstances:
- (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- (b) Iam/We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for reconsideration or (ii) I/We filed a waiver to avail of said right:
- (c) Iam/We are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the contract.

Tu	mished the performance security and signed the contract.
	witness whereof, I/we have hereunto set my/our hand/s this day of [month] at [place of ecution.]
	Name of Bidder's Authorized representative (Insert signatory's legal capacity affiant)
co id no	abscribed and sworn to before me this day of [month] [year] at [place of execution], Affiant/s is/are personally known to me and was/were identified by me through impetent evidence of identity. Affiant/s exhibited to me his/her/ [insert type of government entification card used], with his /her photograph and signature appearing thereon, with on and his/her community tax certificate No issued on at  Witness my hand and seal this day of [month] [year].
Doc N	Name of Notary Public  Serial No. of Commission  Notary Public ForUntil  Roll of attorneys No.  PTR No, (dated issued], [place issued]  IBP No, dated issued], [place issued]
	No No
	No
	s of

### PRICE -BID/SCHEDULE

### Name of Work: RMO of DG set installed at different locations i/c Directorate at IARI, New Delhi-12

S.No.	Items/ sub-heads	Qty.	Unit	Rate	Amount
1	Running operation and maintenance of following capacity DG Sets installed at different sites along with AMF, distribution panels and all other related electrical installations / accessories for supplying power to essential buildings / installations, when TPDDL supply fails or as and when required as per following shift on all working day i/c Sunday and Holiday, as per direction of Engineer-In-Charge etc.  Supply of electrician & DG operator Daily wages rate including existing dearness allowance (not to be quoted below the		Each / per		
	minimum wages by the bidder)	8	month	Not to be quoted	
2	Employees state Insurance @ 3.25% of (if applicable)		Each / per month	Not to be quoted	
3	Employees Provident Fund @12% (if applicable, maximum limit being 15000/-) GST @ 18% (as applicable from time to time ) (On Sl. No. 01 to 03)	8	Each / per month	Not to be quoted	
4	Company's firm's/agency's service charges to be quoted by firm per point per month in whole (Not to be quoted in % and not less than Rs. 1000 per month)	8	Each / per month		
5	Servicing of following DG set by providing B-check kit & required quantity of mobil oil etc. complete job 100 KVA DG Sets installed at Directorate Annexe building	2	Each Job		
6	Servicing of following DG set by providing B-check kit & required quantity of mobil oil etc. complete job 1x35 KVA DG Set installed at FHT Div.	1	Each Job		
7	Servicing of following DG set by providing B-check kit & required quantity of mobil oil etc. complete job 1x62.5 KVA DG Set installed at Ag. Chemical Div.	1	Each Job		
8	Servicing of following DG set by providing B-check kit & required quantity of mobil oil etc. complete job 1x62.5 KVA DG Set installed at Microbiology Div.	1	Each Job		
9	Servicing of following DG set by providing B-check kit & required quantity of mobil oil etc. complete job 1x62.5 KVA DG Set installed in Sindhu Guest House	2	Each Job		
10	Supply and installation of following items as and when required during the contract period Lead acid battery heavy duty 12	4	Each Job		

	volt, 25 plate, 180 AH of reputed manufacturer			
11	Supply and installation of following items as and when required during the contract period HBC fuse link 125 amp	10	Each Job	
12	Supply and installation of following items as and when required during the contract period HBC fuse link 200/250 amp	10	Each Job	
13	Supply and installation of following items as and when required during the contract period Fuse bases (fixed type) 125 amp	10	Each Job	
14	Supply and installation of following items as and when required during the contract period Fuse bases (fixed type) 250 amp	10	Each Job	

- 1. Please note that the rates quoted shall not be less than the minimum wages as applicable.
- 2. The contractor must justify their quoted rates i.e. no. of labour to be deployed and their wages etc.
- 3. The contractor shall make the payment of minimum wage by Account Payee cheque to their employees engaged for the purpose in the presence of IARI officials and submit the photocopy of cheque for Institute records while making the payment.
- 4. During the period of contract any increase in minimum wages agency shall be liable/ bound to pay the same, Department in this regard will not make any addition payment whatsoever.

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 Genuine 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. Source of genuine rate may be enclosed failing which bid shall not 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

### 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.		
В	Minimum turnover of the firm not less than 20 lakh annually during the last three financial years ending March'2020.		
С	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-2017-2018. 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. (2017-18, 2018-19 & 2019-20)		
Е	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		
Н	The agency should produce PAN No. (copy to be attached)		
Ι	The agency should produce a valid solvency certificate from a scheduled bank for an amount not less than Rs. 10 lakh not older than 3 months.		
J	agency should have at least satisfactorily completed one similar job of Rs. 20 lakh & above or two similar jobs amounting to Rs. 12 lakh & above each or three jobs of Rs. 8 lakh & above each of RMO DG set services in last three years in Central/State Govt. /Central Autonomous bodies /Central PSU or Universities. The satisfactory completion certificate should be enclosed.		
K	The firm/agency must enclose certificate on Rs.100/- stamp paper indicating that there is no criminal/legal suit pending or contemplated against them (not older than 3 months). Agency shall also authorize the Institute to seek reference from bidder's banker. (as per <b>Annexure-D</b> )		
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 25 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	Agency shall submit bank account details.		
P	Agency should be registered with CPWD, or alike Govt, Agencies like, MES, railway, MCD, NDMC, DDA, PWD etc.		
Q	Scan copy of bid security declaration.		

Note: Sr. No. A to Q documents are essential and liable to be filled page number in Annexure-A & 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.

### <u>Terms & Conditions:</u> (RMO of DG- Sets installed at different locations i/c Directorate at IARI New Delhi -110012.)

- 1) The work shall be executed as per C.P.W.D. Specifications.
- 2) The contractor shall ensure the payment of minimum wages to the workers employed by him as applicable under the Labor Laws time to time.
- 3) The contractor shall be responsible for deduction contribution towards "Employees Provident Fund" to its employee and deposit the same along with its contribution to the concerned RPF Commissioner under the employees provided funds and Pension Scheme and misc. act 1952 as amended from time to time and produce the receipt as a proof before every payment.
- 4) The Contractor shall comply with the provision of the Payment of Wages Act 1936. Minimum Wages Act 1948. Workman Compensation Act1923, Industrial Dispute Act 1947, RPF Act 1970 or any modification thereof any other law relating thereto and rules made under.
- 5) Contractual agency has to attend the work with sufficient man power according to yard stick, on the basis of CPWD manual Vol. II i.e. i) Type of building: Multistoried building "Wireman / Asstt.
- 6) 2% Income-tax & surcharge as per government notification will be recovered.
- 7) The deployment of staff / labor will be as per direction of Engineer-in-charge. For completion of work successfully, Contractor will have to employ educationally qualified as I.T.I. certificate in Electrical/Mechanical trade with two years experience in similar trade far Electrician/Operator / wireman etc., as per Indian Electricity norms.
- 8) The Contractor has to keep the installation (Electrical & mechanical) in perfect working order and has to carry out routine maintenance of all E.I. & Fans earthing etc. and also furnish the certificate that all E.I. Fans and earthing has been checked and found correct.
- 9) The contractor will have to arrange his own T&P i.e. meager, earth tester and other tools required for the maintenance purpose for which rates to be included in the tender, and after taking the charge all the required T&P should be kept at Electrical Inquiry Office.
- 10) The Contractor will have to record all parameters in Inquiry message register/task register/log book/workers diary etc. site order book as prescribed by the Department, to be arranged by the agency and get the signature of site representative/Engineer-in-charge of IARI.
- 11) Contractor will have to employ educationally qualified, skilled and experienced operational staff as per Indian Electricity norms.
- 12) No extra payment will be paid for attending the routine/specific complaints on Sunday / Gazetted or National holiday by the department.
- 13) In case of emergency the Contractor has to depute the required manpower even after working hours, as per direction of the Engineer-In-Charge for which this Institute will pay nothing extra.
- 14) The required spare parts for day-to-day complaints will be provided by this Institute, cartage if any involve shall be arranged by the Contractor himself.
- 15) On non-satisfactory service the contract is liable to be cancelled with one month notice & Agency/Contractor can also leave the contract/job after giving one month notice..
- 16) In case of not attending of complaints at any day and in case of Non-satisfactory services the Institute has the right to hire services of required workers from market on the risk and cost of contractor and necessary recovery will be made from the bills @ Rs.500/- per complaint.
- 17) In case of failure ness of any kind on the part of job contract on the Contractor full earnest money/security deposited by of the Contractor will be forfeited & firm black listed also.

- 18) The work is to be started within ten days after award positively failing which the Contractor may be Black-listed in this Institute and full E.M.D. will be forfeited.
- 19) For inspection purpose of all the DG- Set & other related machines within scope of work the contractual agency will have to arrange inspection from the nearest dealer/manufacturer office/service center at their own cost, is to be contacted at least twice in a year. The firm will also arrange, joint site inspection with Engineer-In-Charge in thrice a year.
- 20) No total breakdown is acceptable, in case of break down Rs. 500/- per hours or part thereof will be recovered. Keeping the equipment's in running conditions is contractor's responsibility.
- 21) The Contractor has to issue the Photo Identity Cards & prescribed uniform i.e. Navy Blue Color uniform along with logo of the Agency to their workers engaged for the purpose nothing extra shall be paid in the regard.
- 22) The agency will be issued the materials for day-to-day maintenance for which they have to give account daily at Inquiry Office, through E/s of concerned agency any loss of material shall be recovered from current/balance payment/security deposit on the basis of valuation at current market rates.
- 23) The agency will have to deposit the dismantled materials against the materials issued daily.
- 24) On any kind of dispute in accountancy vide conditions at S.No. 23, on the part of contractor, necessary recovery will be made from the bill of the agency.
- 25) In case the damage of Govt. property/building by the workers necessary recovery will be made from the bill.
- 26) The Institute bears no liability what-so-over of the workers deputed for the contractual services. Contractual agency shall be responsible for clearing minimum wages EPF, ESI etc. as applicable & other legal requirement if any in r/o all staff engaged for the said work.
- 27) HS Diesel shall be supplied by the Department in Qty. of full drum or in less Qty. cartage for transportation of H.S. Diesel shall be arranged by the contractor nothing will be paid extra. Account for consumption & the Contractor in consultation with site supervisor from the Department shall maintain balance of Diesel, Lubricant extra.
- 28) The servicing of the DG- Set shall be carried out as per recommendation of manufacturers and nothing will be paid extra on this account (The lubricating oil / Mobil oil will be provided by the I.A.R.I. free of cost for this purpose).
- 29) After taking over the DG- Set, contractor shall arrange for inspection of the set by the manufacturer's/authorized representative & submit a report within fifteen days. Any replace of parts if recommended by the manufacturer representative shall be informed to the concerned Engineer-In-Charge of I.A.R.I. within fifteen days of inspections.
- **30**) The agency will also look after the work of electrical installation within DG- Set room and nearby Office area as and when required as per direction Engineer-In-Charge.
  - The following periodical checks are to be carried out.
  - Trial run of set ------Daily.
  - General cleaning of sets -----Daily.
  - Checking of Oil & fuel -----Daily.
  - Checking of water level in radiator—Daily.
  - Checking of battery connection and distilled water and filling up--- Weekly.
  - Filling of fuel & lubricating oil---- As per requirement.
  - Each set shall run for ten minutes every day as directed for testing purpose even though there is no power failure and at least 10 minutes in the morning before 10.00 Hours and after 19.00 hours in the evening.
  - General cleaning of the including generating sets, AMF panel's boards etc. complete as required to be done by the agency.
  - AMF panel and associated controls in the engine and the control switch gear in the L.T. panel shall be checked periodically for proper auto-operation at least twice in week.

- 31) The Payment will be made on monthly basis to the Agency, after depositing copy of all documents i.e. Copy of E.S.I. & P.F. deposit challan etc.
- 32) In case of any worker of agency found attending any short of private work in the area necessary action as deemed fit will be taken.
- 33) Electrical Supervisor of the agency will have to be deputed at Inquiry office daily & supervise the work of the workers deployed at site & shall be responsible for safer working at the risk & cost of his Agency, and maintain all the complaint, record etc. at site.
- 34) Agency shall be full responsible for safer operation & working for all electrical installation & fitting at the site as per direction of Engineer-In-Charge.
- 35) Successful tenderers will have to sign into a detailed contract agreement with IARI on "Non-judicial stamp paper within a week time.
- 36) The Contractor shall be solely responsible for compliance with the applicable laws relating to labour services etc.
- 37) Contractor shall be responsible for safeguard, maintenance & up keep of all related equipment's and E.I. & Fans the periphery of concerned site & as per direction of Engineer-In-Charge.
- 38) Contractor shall hand-over the equipment's E.I. & Fans related machineries in working order at the time of termination of contract to the next Agency involved for the said work in the presence of Engineer-In-Charge of I.A.R.I., otherwise necessary recoveries shall be made as per current market rate of said parts/whole equipments from the final bill or from the due amount.
- 39) The Institute will not be responsible in case of any miss-happening, human injury etc. for or such type things Firm/Contractor will be responsible at their own cost.
- 40) The Contractor has to keep the installation (Electrical & mechanical) in perfect working order and has to carry out routine maintenance and repair work is required for urgent maintenance shall be arranged by Contractor immediately and submitted the required estimate and take up the work after award the work.
- 41) Agency shall be full responsible for safer operation & working of all E.I. Installation & Ceiling Fans, pump sets etc. at the site with consultation of site Supervisor and as per direction of Engineer-incharge.
- 42) The Contract may be extended up to two more years on the basis of satisfactory services rendered by the Agency. The lump sum rates may be enhanced up to 10% in each extended year based on satisfactory services and as agreed by both the parties.
- 43) Agencies must visit the Institute premises before quoting their rates in order to assess the volume of work listed in schedule of work.
- 44) The contractor must obtain labour license from the office of the RLC (central), New Delhi and may not be allowed to execute the contract until a copy of valid labour license is produced, within two months from the date of taking over charge.
- 45) Director, IARI reserves the right to reject any or all the tenders without assigning any reason.

### **SPECIAL TERMS & CONDITION**

- 1. **LABOUR/WORKER WITH INFORMATION:** Staff/workers deployed by the contractor for the above said work shall wear uniform and color of uniforms shall be as approved by the Engineer-Incharge. Any worker found without uniform at duty will attract penalty @ 50/-per day per worker and recovery of the same will be made from contractor's bill.
- 2.REGISTRATION OF ESIC/EPF: After obtaining award letter of the work it is mandatory for the firm to submit registration copies of ESIC & EPF to the department within a month time. Documents of payment/deposit of ESIC & EPF of all workers engaged for this work will be submitted to the department/concerned Engineer-In-charge. No R/A Bill/payment will be made to the contractor without producing these documents.
- 3. <u>PAYMENT THROUGH RTGS OR ECS OR BY CHEQUE</u>: Payment of workers will be made by the contractor through RTGS or ECS or by cheque only. Copies of the proof of above mode of payment to the workers will be submitted to the concerned Engineer-In-Charge with the bill, failing which no payment will be made to the contractor.

F. No. MEU (EW)/20-21/14

Name of work:-RMO of DG set installed at different location i/c Directorate at IARI, New Delhi-12".

### **SCOPE OF WORKS**

A. Running operation and maintenance of following capacity DG Sets installed at different sites along with AMF, distribution panels and all other related electrical installations / accessories for supplying power to essential buildings / installations, when NDPL supply fails or as and when required as per following shift on all working day I/c Sunday and Holiday, as per direction of Engineer-In-Charge etc. complete job as required at site.

The agency should access the volume of works and survey the place of work before quoting the rates.

#### UNDERTAKING

### (To be submitted on Judicial paper of Rs. 100/-)

I/We have read and understood and will accept/comply with the instructions contained in eligibility criteria and general terms and conditions of this tender document. 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 disqualification from the tender process and any action as may be deemed fit by ICAR-Indian Agricultural Research Institute.

I/we undertake to communicate promptly to IARI any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of government (Central/state Govt./PSUs/Autonomous Body/bank etc.) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

I/we certify that there is no criminal suit pending or being contemplated in any court of law in India. (If there are any such cases/litigations going on currently or during last five years, please specify the parties involved and disputed amount).

I/we hereby authorized to ICAR-IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation. I/we also authorize the Institute to seek references from bidder's banker as per the bank account details mentioned in the tender document.

I/we hereby also accept that ICAR-IARI have the right to accept or reject this application/tender.

	Signature
	Name
	Designation
	Address
	Company's Seal
Place	
Date	

### **FORMAT FOR BANK GUARANTEE**

Beneficiary: <u>Director, ICAR-IARI</u> (herein after referred to as Beneficiary/Government)		
Date : [Insert date of issue of BG]		
PERFORMANCI	E BANK GUARANTEE No.	:[Insert guarantee number]
PERFORMANCE BANK GUARANTEE Amount :[Insert guarantee amount		
Applicant/Seller	:	[Insert Seller Name and Address]
Guarantor	·	[Insert name and address of the issuing Bank]

- 1. The Applicant/Seller named above has entered into above referred contract with the Beneficiary, for the supply of goods and or services as defined in the said contract. According to the conditions of the contract, a performance security is required to be furnished by the seller to the Beneficiary for due performance of the contract.
- 2. At the request of the applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words], upon receipt by us of the Beneficiary's demand stating that the applicant is in breach of its obligation (s) under the contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
- 3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary/ Government. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_\_\_.
- 4. We undertake to pay the Government any money so demanded not withstanding any dispute or disputes raised by seller (s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal.
- 5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the seller (s) shall have no claim against us for making such payment.
- 6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said contract including guarantee/warrantee period and that it shall continue to been forceable till all the dues of the Government under or by virtue of the said contract have been fully paid and its claims satisfied or discharged.
- 7. We further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said contract or to extend time of

performance by the said seller (s) from time to time or to postpone any time or from time to time powers exercisable by the Government against the said seller (s) and to forbear or enforce any of the terms and condition relating to the said contract and we shall not be relived from our liability by reason of any such variation, or only extension being granted to the said seller (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said seller (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8.	Not withstanding anything contained herein above our liability under the Guarantee is
	restricted to Rs and shall remain in force until [should
	be for a period of 30 months from the date of issue in case of performance security]
9.	This Guarantee will not be discharged due to be change in the constitution of the bank
	or the seller (s)

10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Datedfor	
(Indicated the name of the Bank)	) Signature
Name of the Officer	
Designation of the Officer	code no.
Name of the bank and branch_	

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

F. No. MEU (EW)/20-21/14

Dated:

### TENDER FOR THE CONTRACT FOR RMO of DG set installed in different locations i/c Directorate 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,	
NEW DELHI-110012.  L'We have read all the particulars regard	ding the general information and other terms and conditions of the
contract for "RMO of DG set installed 12".	in different locations i/c Directorate at IARI, New Delhi-
may specify in the acceptance I/We agree to hold this offer op year in the event of award of the dispatched with the prescribed to	erms and conditions for the contract and shall provide the best
	added to and form a part of this tender The Schedules
	s tender bears my signature and the office seal.
•	Of Rs Drawn in favor of at New Delhi is enclosed as earnest money required.
	Yours faithfully
	Signature of Tenderer
	Authorized Signatory (With seal)
	Full Name
	Address
	M.1.11. NT.

**Signature of Tenderer** 

#### **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. Agency should be registered with CPWD, or alike Govt, Agencies like, MES, railway, MCD, NDMC, DDA, PWD etc.
- 13. 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.

Full name
Address of the person signing (In block letter)
Whether signing as proprietor / partner / constituted attorney company

### **Annexure-H**

### **DRAFT SPECIMEN AGREEMENT**

This agreement is made at(Place) onD/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 Sh
son of Resident
duly authorized by virtue of boar
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 "RMO of DG set installed in different locations i/c Directorate 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 "RMO of DG set installed in different locations i/c Directorate 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 in 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. The firm shall be responsible for "RMO of DG set installed in different locations i/c Directorate at IARI, New Delhi-12.
- 2. The firm will provide full particulars of every worker deployed by it for proving the services and gate security purposes and get their character and antecedents verified from Delhi Police.
- 3. All personnel posted at premises shall all times and for all purpose is deemed to be employee of the firm and the IARI, New Delhi shall have no liability on this account in any manner.
- 4. 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.
- 5. 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.
- 6. Monthly consolidated charge for RMO of DG set installed in different locations at IARI, New Delhi is as per terms and conditions **specified and scope of work as per Schedule-** C 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 RMO work. 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.

- 7. The deduction of income tax and TDS on GST from the bills of the Agency will be made at source as per rates applicable from time to time.
- 8. 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.
- 9. That the firm shall issue uniforms to all their employees engaged. Which they shall wear while on duty.
- 10. That the firm shall issue identity card to each of the workers engaged for entry into IARI, New Delhi premises.
- 11. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. The firm shall not sub-contract the work assigned to it under this contract and/or transfer its right to anyone else.
- 18. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. The firm shall provide a Coordinator for immediate interaction with the Institute.
- 23. 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-1** 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	