

**ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
NEW DELHI-10012
MASER OF HALLS OF RESIDENCE, PG HOSTEL**

No. 6-6/PG Cafe/2019-E&P

Dated: 06/08/2019

E-Tender Notice

Online bids are invited by the Director, ICAR-IARI on behalf of Secretary, ICAR for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012 for students of IARI from those firms who are dealing in line and having minimum three years experience (one year consolidated) for such in above nature of work in Government Organization/Institutions/esteemed private organization.

EMD (Bid Security) of Rs. 5,000/- (Rupees Five Thousand Only) form of D.D./Pay Order separately from commercial Bank drawn in favour of the Director, IARI payable at New Delhi should be submitted to the E&P Section, IARI, New Delhi on or before the last date and time of online bid submission.

The Online Tender Documents can be viewed on the IARI Website www.iari.res.in & www.eprocure.gov.in. The details of D.D./Pay Order/so deposited should tally with the details of scanned copy and the data enter at the time of submission of online bid otherwise the uploaded bid will be rejected.

Date & time for submission and opening of technical bid/Tender:

Last date & time of submission of bid : 05/09/2019 (2.30 P.M.)

Date & Time of opening of Online Technical bid: 06/09/2019 (3.00 P.M.)

**Assist. Admn. Officer (E&P) for &
on behalf of Director, IARI, New Delhi-12**

Special Instructions to the Contractors/Bidders for e-submission of online bids through 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/ SafeScript/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. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. 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.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document.
7. The BOQ template must not be modified/re-placed 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.
8. 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.
9. 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
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Store, Director's Office at IARI Pusa, New Delhi-110012, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. 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.
13. 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.
14. 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.
15. 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.

16. The Tender Inviting Authority (TIA) viz. IARI Pusa, New Delhi-110012 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.
 17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
 18. 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 number, 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.
 19. 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.
 20. 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.
 21. 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.
 22. 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.
 23. 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.
 24. 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.
 25. The bidders are requested to submit the bids through online e-Procurement system to the TIA (Store, Director's Office at IARI Pusa, New Delhi-110012) well before the bid submission end date and time (as per Server System Clock).
- ❖ The tendering firm has to carefully assess the scope of work with specific reference for running of Golden Jubilee PG Cafeteria (Opp. Ganga International Guest House) and two canteens at Vasant and Varsha Hostel, at IARI, New Delhi. For any clarification (s) as to the tender/scope of work, bidders may contact MOHR, PG Hostel Office, IARI, New Delhi-110012. (Telephone No. 011-25847475)

NOTE:

ALL NECESSARY CERTIFIED DOCUMENTS IN SUPPORT OF THE DETAILS FOR S. No. A TO M MUST ACCOMPANY THE TECHNICAL BID. THE BID IS LIABLE TO BE REJECTED IN CASE DOCUMENTS ARE NOT UPLOADED IN THE TECHNICAL BID ON CPP PORTAL, DUCUMENTS ARE INCOMPLETE OR IN CASE ANY CERTIFICATION/REGISTRATION HAS ALREADY EXPIRED BUT IS YET TO BE RENEWED. ONLY ESSENTIAL AND NECESSARY VALID DOCUMENTS ARE TO BE UPLOADED IN THE TECHNIAL BID. PLEASE AVOID UPLOADING OF EXTRANEIOUS AND IRRELEVANT DOCUMENTS WHICH UNNESSEARYCAUSES CONFUSION WHICH MAY RESULTS IN DISQUALIFICATION OF THE BID IN SHEER CONFUSION.

List of Documents to be scanned and uploaded within the period of bid submission:		
S. No	Item/documents	
A	Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State Govt. concerned.	Yes/No
B	Minimum overall turnover of the firm not less than Rs 3.00 (Rupees three Lakh) of last financial years ending March, 2018.	Yes/No
C	One year consolidated experience in the field of providing such services in Central/State Govt. establishments/Autonomous bodies of Govt. of India/reputed public or private organizations during any of last three financial year. Details to be provided in tabular form.	Yes/No
D	Certified Balance Sheet from chartered accountant to be provided for the F. Y. 2017-18.	Yes/No
E	Duly certified copies of the satisfactory services where the tenderer is providing the same services for one year (during any of last three years).	Yes/No
F	Copy of EPF & ESI registration certificate issued by concerned Govt. Organization. (If not applicable undertaking to be given by the firm/bidder on their letter pad stating that they are not covered as per prevailing rule).	Yes/No
G	The agency must have a registration with the contract labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act. (If not applicable undertaking to be given by the firm/bidder on their letter pad stating that they are not covered as per prevailing rule).	Yes/No
H	PAN No /GST registration certificate as applicable issued by Govt.	Yes/No
I	EMD (Earnest Money Deposited) of Rs. 5000/- exemption in this regard will be given only to the MSME/NSIC registered firms as prevailing Govt. offices	Yes/No
J	The declaration by the tenderer on non-judicial stamp paper of Rs.100/- that the firm has not been blacklisted by any organization in the past or debarred to participate in tender for any organization in the last five years.	Yes/No
K	Certificate of FSSAI to be submitted, if not available the same must be submitted within three months after award of the contact. Failing which the contract may be terminated.	Yes/No

Note: Only those firms will be considered for financial bid who will qualify in the technical bid. Successful tenderer will have to enter into a detailed contract agreement with ICAR- IARI on non-judicial stamp paper of Rs. 100 (One hundred).

Prescribed format of receipt of deposition of original EMD/Tender Fee:-

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

Name of work.....

NIT No.....

Amount of Earnest money deposit.....

Amount of Tender Fee

Last date of submission of bid.....

Agency Name

EMD No. & Date

EMD Amount & Last Date

Tender Fee (No. & Date)

**ESTATE & PROTOCOL SECTION
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
PUSA, NEW DELHI-110012**

No. 6-6/PG Cafe/2019-E&P

Dated: 06/08/2019

**INVITATION TO ON LINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND
CONDITIONS FOR RUNNING OF CANTEEN, PG CAFETERIA AND TWO CANTEENS AT VASANT
AND VARSHA HOSTEL, AT IARI, NEW DELHI-110012**

TENDER DOCUMENT

Last date of online submission of Tender is 05/09/2019 up to 2:30 PM.

Tender to be opened on 05/09/2019 at 3:00 PM.

Tender will remain open for acceptance up to 180 days from the date of opening.

The Tender form is also available on website

www.iari.res.in/https://eprocure.gov.in/epublish/app

NOTE :

The Director, IARI, New Delhi may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.

1. If the date up to which the Tender is open for acceptance is declared to be a holiday the Tender shall be deemed to remain open for acceptance till the next working day.

2. EMD may be submitted to AAO/MOHR Office at IARI Pusa, New Delhi -110012 by depositing Demand Draft/ Pay order/Bank Guarantee drawn in favour of the Director, IARI payable at New Delhi

**ESTATE & PROTOCOL SECTION
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
PUSA, NEW DELHI-110012**

No. 6-6/PG Cafe/2019-E&P

Dated: 06/08/2019

Notice Inviting e-Tender

From: Chief Admn. Officer (E&P)
IARI, New Delhi-110012

Sub: Invitation of Tender for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012.

Dear Sir/ Madam,

1. e-tender are hereby invited by the Director, ICAR-IARI on behalf of Secretary, ICAR for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR and by the Research Institutes of the Council and the special terms and conditions detailed in the tender forms and its schedules. Please submit your rates in the tender form if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of Rs. 5,000/- (Rupees Five thousand only) must be deposited in the form of Fixed Deposit Receipt/Demand draft/pay order/Bank Guarantee in favour of Director, IARI payable at New Delhi. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the draft/receipt number and date, failing which the tender will not be opened. The tender will not be considered if earnest money is not deposited. No interest will be paid on EMD. The EMD scanned copy has to be uploaded on e portal & original EMD has to be submitted to MOHR, PG Hostel, IARI, Pusa, New Delhi-110012.
3. The Tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms & conditions thereof. If the Tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of Bank Guarantee will be forfeited by the IARI. In the event of the offer made by the Tenderer not being accepted, the amount of earnest money deposited by the Tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the IARI.
4. Each page of Tender form with its schedules/Annex. should be signed under seal of the firm duly filled and uploaded in on line portal intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such cases, reference to the additional pages must be made in the Tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tender.

Overwriting/erasing in rates to be quoted by the Tenderer will not be allowed and his tender may be rejected.

5. The tender of the firm is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the Tender are not fully filled in. Individuals 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 in that case he must have authority to refer to arbitration disputes concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, 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 has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the IARI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the Tenderer.
7. If Tenderer does not accept the offer, after issue of letter of award by IARI within 15 days, the offer made shall be withdrawn & Earnest money forfeited.
8. The rates quoted by each firm for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012 in Tender be given in BOQ failing which the same is liable to be rejected. You are at liberty to be present or to authorize a representative to be present at the time of opening of the Tender. The name and address of the representative who would be attending the opening of the Tender on your behalf should be indicated in your Tender. Please also state the name and address of your permanent representative, if any.
9. The Institute does not pledge itself to accept the lowest or any other Tender and also reserves to itself the right of accepting the Tender in whole or in part. However, conditional Tender will not be accepted.
10. Rs. 1,00,000/- (One lakh) as security deposit in the form of bank Guarantee/FDR/ Demand Draft in favour of the Director, IARI payable at New Delhi is to be deposited by the Selected Agency/Successful Tenderer only after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited.
11. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer.
12. GST applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR /IARI will not entertain any claim whatsoever in this respect.
13. 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.
14. The contract will be initially for a period of ONE year extendable for a further period of two year, subject to satisfactory performance of the tenderer and his willingness to continue. The decision of the Director for grant of extension will be final.
15. Decision of Director, IARI shall be final in all aspects of the contract and binding to all the parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, IARI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

16. Successful Tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs.100/-(as per annex).
17. Acceptance by the IARI will be communicated by FAX/Speed Post or any other form of communication. Formal letter of acceptance and work order of the tender will be forwarded as soon as possible, but the earlier instructions in the FAX/Speed Post letter etc. must be acted upon immediately.

List of Documents to be scanned and uploaded within the period of bid submission:		
S. No	Item/documents	
A	Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State Govt. concerned.	Yes/No
B	Minimum overall turnover of the firm not less than Rs 3.00 (Rupees three Lakh) of last financial years ending March, 2018.	Yes/No
C	One year consolidated experience in the field of providing such services in Central/State Govt. establishments/Autonomous bodies of Govt. of India/reputed public or private organizations during any of last three financial year. Details to be provided in tabular form.	Yes/No
D	Certified Balance Sheet from chartered accountant to be provided for the F. Y. 2017-18.	Yes/No
E	Duly certified copies of the satisfactory services where the tenderer is providing the same services for one year (during any of last three years).	Yes/No
F	Copy of EPF & ESI registration certificate issued by concerned Govt. Organization. (If not applicable undertaking to be given by the firm/bidder on their letter pad stating that they are not covered as per prevailing rule).	Yes/No
G	The agency must have a registration with the contract labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act. (If not applicable undertaking to be given by the firm/bidder on their letter pad stating that they are not covered as per prevailing rule).	Yes/No
H	PAN No /GST registration certificate as applicable issued by Govt.	Yes/No
I	EMD (Earnest Money Deposited) of Rs. 5000/- exemption in this regard will be given only to the MSME/NSIC registered firms as prevailing Govt. offices	Yes/No
J	The declaration by the tenderer on non-judicial stamp paper of Rs.100/- that the firm has not been blacklisted by any organization in the past or debarred to participate in tender for any organization in the last five years.	Yes/No
K	Certificate of FSSAI to be submitted, if not available the same must be submitted within three months after award of the contact. Failing which the contract may be terminated.	Yes/No

Note :-Only those firms will be considered for financial bid who will qualify in the technical bid. Successful tenderer will have to enter into a detailed contract agreement with ICAR-IARI on non-judicial stamp paper of Rs. 100 (One hundred).

Yours faithfully,

**AAO (E&P) for
& on behalf of the Director ICAR-IARI,
New Delhi**

**Tender for Running of PG Cafeteria and two canteens at Vasant and Varsha Hostel,
at IARI, New Delhi-110012**

**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
Chief Admn. Officer,
IARI, New Delhi- 110012

Sir,

I / We have read all the particulars regarding the General information and other terms and conditions of the contract of "Running of PG Cafeteria and two canteens at Vasant and Varsha Hostel, at IARI, New Delhi-110012" and agree to run the canteen as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this tender and I/we agree to hold this offer open till 180 days. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

The following pages have been added to and form a part of this Tender _____. The Schedules-I & II to accompany this Tender are at pages_____

Every page so attached with this tender bears my signature and the office seal.

FDR/ Pay order/DD No. _____ of Rs. _____ drawn in favour of Director, IARI and payable at _____ is enclosed as earnest money required.

Yours faithfully,

Signature & Seal of Tenderer

Witness _____
Telephone No. _____
Office Address _____
Occupation _____
Mobile: _____

Signature of witness to contractor's signature.
Address:
Name & Signature of Witness:
Address:

SCHEDULE TO TENDER

PART – I

1. Name of the Firm/Agency:
2. Full address with Post Box No.:
And Telephone No. if any:
3. Constitution of the Firm/Agency (Attached copy):

(I) Indian Companies Act, 1956

(II) Indian Partnership Act, 1932

- a. (Please give names of partners)

(iii) Any other Act, if not, the owners

4. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender.

(i) If answer to the above is in negative whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer dispute condemning business of the partnership to arbitration.

(ii) If the answer to (i) & (ii) above is affirmative please furnish a copy of either the Partnership agreement or the general power of Attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.

5. Name and Full Address of your Banker's.\
6. Your permanent Income Tax Number/Circle/Ward:
7. Any other relevant information

PART-II

8. The Earnest Money Deposited: Yes/No

Bank Name:

FDR/DD/ Pay order No. _____ dated _____ Amount: Rs. _____

PART-III

9. Name and Address of the firm's representative
and whether the firm would be representing at
the opening of the Tender.

10. Name of the Permanent Representative who would be visiting IARI, New Delhi regarding the contract

Date: _____

Place: _____

AUTHORISED SIGNATORY

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Validity of Bid:-**The bid will be valid for 180 days from the date of opening of tender.
2. **Earnest Money Deposit:-**
 - (a) The tender to be submitted online with scan copy of EMD and EMD of Rs. 5000/- (Rupees Five Thousand Only) in the form of Demand Draft/ Pay Order from any NATIONALISE Bank in favour of Director, IARI payable at New Delhi.
 - (b) The Earnest Money Deposit (E.M.D.) of the successful tenderer shall be liable to be forfeited if the contractor fails to sign an agreement in the prescribed form and fails to commence the Canteen Services within 30 (Thirty) days after receipt of the letter awarding the contract.
 - (c) If any tenderer withdraw or alters the terms of the tender during bid validity period, the Earnest Money Deposit shall be forfeited.
3. **Security Deposit:-** Rs. 1,00,000/- (One lakh) as Security Deposit in the form of Demand Draft/Pay Order/ FDR/ Bank Guarantee from any commercial bank in the favour of the Director, IARI payable at New Delhi is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non deposition of the same, E.M.D. will be forfeited. No interest on Security Deposit and Earnest Money Deposit shall be paid by the Institute to the tenderer.
4. **Agreement:-** The successful bidder will have to execute an agreement of the contract on non-judicial stamp paper of Rs. 100/- before undertaking the awarded contract.
5. **Period of Contract:-** The contract for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012 will initially be for a period of one year which can be extended on yearly basis on satisfactory performance of the agency on mutual consent for maximum period of 2 years.
6. **Enhancement of quoted price:-** After the expiry of one year period of the initial award of the contract, the Contractor may have to pay increased quoted monthly license fee up to 10% every year for the extended period.
7. **Space for canteen:-** The contractor shall confine its operations for running the Canteen in the space earmarked to it. The contractor will have no ownership rights on the premises of the IARI and will not use the IARI premises as office address.

8. **Approved rates:-** The contractor will not increase the rates of serving items during the period of contract without prior permission of Competent Authority i.e. MOHR, IARI. Any addition to the serving items as per list and its rate will only be decided/fixed by the MOHR, IARI and also the contractor will display the approved rates of all the eatable items to be sold by him in the canteen. The rates for different items shall be as per list enclosed at Schedule-I.
9. **Credit Facility: -** The contractor will serve the food items during the various official meetings, as and when required on the rates approved by the Institute on bill basis subject to written order only. The credit bills will be raised to the respective Divisions/Sections for its early payment. No responsibility will be taken by the IARI for credit sales to students and others.
10. **Payment of License fee: -** The contractor has to deposit the monthly charges so offered as license fees for running the canteen in Director's office in the first week of every month with E&P section.
11. **Crockery:-** The contractor will arrange crockery, cutlery, kitchen utensils, Gas stove, cylinder, Refrigerator etc. at his own cost as per FSSAI standards. The crockery should be properly cleaned and used in good conditions & the Contractor will keep the kitchen, dining hall always in a neat & clean conditions. Eatables will be prepared under hygienic conditions as per FSSAI Standards.
12. **Inspection:-** The Canteen Management Committee of IARI will have right to inspect the facilities maintained and food items sold/served by the vendor in presence of representative of the agency/contractor. Inspection report of such inspection shall be shared for taking appropriate remedial measure. No. prior notice will be given to contractor before such inspection by committee.
13. **Complaints:-** The IARI and the contractor will address general complaints, if any, received from the public regarding operations of the Canteen. A suggestion box will be installed by contractor in the Canteen. Contractor will attend to the suggestions in consultation with the Canteen Management Committee.
14. **Food quality standard:-** For the preparation of eatables only FSSAI approved Cooking Oil will be used. The quality of the food items prepared and served by the contractor in the Canteen shall confirm to the standards as prescribed by FSSAI. Further contractor shall also ensure the following:-
 - (I) Monosodium glutamate shall not be used in any of the food preparations.
 - (II) All fruits and vegetables and other ingredients shall be of standard quality.
 - (III) Fruits and vegetables are to be washed in potassium permanganate solution.
 - (IV) Chipped crockery/ stained cutlery shall not be used.
 - (V) Any other item which is banned by the Government of India/Government of NCT of Delhi/ Food Standard & Safety/ Deptt./Authority/ Statutory Authority will not be used/sold at canteen.If the Contractor fails to maintain hygienic conditions as per FSSAI standards and any penalty imposed by FSSAI will be borne by the Contractor only.

15. **Water Charges:-** Water will be supplied by IARI free of charges for cleaning utensils, cooking of food and keeping the premises clean and tidy.
16. **Electricity Charges:-** Electricity will only be supplied free of charges in Dining hall all appliances of Kitchen and for Refrigerator, water cooler, Hot case etc. and other side no Electric heater will be used for cooking food.
17. **Infrastructure Facility:-** The IARI will provide infrastructure facilities including Air Conditioners, Water Cooler and necessary furniture, free of cost and the same shall be cleaned daily and should be maintained in the good condition by the Contractor during the contract and the same will be returned to this office in workable condition at the time of the completion of contract, maintenance of same will be the responsibility of contractor. Any loss or damage in this regard will be recovered from the contractor from time to time. A list of items/facilities to be provided by IARI is enclosed at Annexure 'I' which will be the assets of the Institute.
18. **Unlawful activities:-** No unlawful activities will be run by the contractor or his worker in the canteen and in the Institute premises. Drinking of alcohol etc. and smoking will not be allowed by the contractor in the Canteen. Narcotics, etc. will not be sold by the contractor.
19. **Deployment of Staff:-** The contractor shall ensure deployment of sufficient staff and replenishment of their strength for the smooth functioning of the Canteen as well as for serving of food items in the Canteen. The contractor shall provide proper uniform to its staff for identification. The contractor shall ensure the police verification of staff before engaging them in canteen and same shall be intimated in writing to IARI.
20. **Canteen Timings:-** An authorized executive of the contractor shall be present for managing the catering services at all times during the operational timings from 8.00 A.M. to 10.30 P.M., subject to revision as per discretion of MOHR . Night stay in the Canteen premises of the staff/ workers deputed by the vendor is not allowed.
21. **Statutory Obligations:-**
 - (a) The vendor will be responsible to observe the provisions of the labour law and food laws as applicable and in force. The IARI will not entertain any representation or bear any liability in this regard. The contractor/vendor shall indemnify and keep indemnified IARI/ICAR against all suits/ liable of whatsoever in nature. The Contractor/vendor shall comply with all the statutory obligations in force without any liability being carried over on IARI/ ICAR.
 - (b) Contractor will bear the cost for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the areas of operation whether caused by negligence on the part of contractor or not throughout the term of the contract. In case of failure of the contractor / vendor to perform their obligations/duties under the agreement including obtaining insurance policy, IARI shall not be responsible for any consequence due to default of the contractor /vendor in this regard.
 - (c). The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by

a statutory authority with regard to safety, labour laws, EPF & ESI remittance or any other prevalent laws both of Central & State Enactments.

(d) The Contractor shall not engage any minor as per the Child Labour Act, 1986 at the canteen.

(e) The Contractor shall abide by all laws of the land including labour laws, tax deduction liabilities, and welfare measures of its employees and shall possess / obtain all necessary licenses for running a canteen.

22. **Menu:-**The schedules issued with the form of tender listing the menu etc. for Canteen services to be rendered, must not be altered by the tenderer. **(As per schedule-I).**

23. **Sole Proprietor/partnership/Company:-**

(A) Individual signing the tender or other documents connected with the tender must specify whether he signs as :

(I) A sole proprietor of the concern or constituted attorney of such sole proprietor.

(II) A partner of the firm if it is a partnership firm, in which case he/she must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.

(iii) Director or Principal Officer duly authorized by the Board of Directors of the company.

(B) In case of (ii) a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.

24. **Details of Worker:-** The contractor will have to provide a list of workers who will be working in Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012 and provide complete details with valid govt. identities about them. The contractor will also undertake police verification and medical report of all his/her workers working for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012.

25. **Identity and Uniform:-** The contractor will ensure neat and clean dress/clothes and aprons used by his/her employees handing food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the Contractor at his own cost. The canteen workers will bear the Identity Card issued by the Contractor during the working hours.

26. **Restriction on Sale:-** Breakfast/Lunch/Dinner should not be supplied outside the IARI by the contractor. However, it will be permissible for seminars, meetings, student fresher/farewell parties etc. being held in the campus and IARI residents.

27. **Loss to IARI Property:-** The contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss of IARI caused by the employees of the contractor, the contractor will be responsible to make good the loss so sustained.

28. **Hygiene (a)** The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate numbers of dustbins will be provided by the contractor and shall ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen dining hall and surrounding. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear. The Contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
- (b)The raw materials used for cooking can be checked by MOHR officials at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of MOHR and contractor will have to abide by it. The penalty will include at least Rs. 5000/- or higher in case if it is found using sub standard material. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action. (c) The contractor will follow the guidelines of FSSAI in the Cafeteria and canteen. (d)For every sale of an item receipt will be issued.
29. **Safety Measures:-** The Contractor should take all safety measures while running Canteen. He will keep Fire Extinguisher, First-Aid box for the persons deployed to work in the Cafeteria and canteens.
30. **Penalty Clause:-** In the event of unsatisfactory services rendered by the Contractor, the contract in question, may be cancelled by the IARI by giving one month's notice. Monetary fine as penalty @ Rs.1,000/- per day will be imposed for every default during the period of contract. If the services do not improve subsequently, a penalty @ Rs.2,000/- per day will be imposed for the subsequent defaults. This will have to be paid by the Contractor within a week on communication from the MOHR failing which it will be adjusted against the Security Deposit. Under no circumstances, the canteen shall be closed during the prescribed hours of the working day and the closure of on any account will be treated as breach of the contract.
31. **Legal Right:-**No legal right shall vest in the contractor's workers to claim employment or otherwise absorption neither in IARI nor the contractor's workers shall have any right whatsoever to claim the benefit and / or emoluments that may be permissible or paid to the employees of IARI. The person engaged by the firm will not be an employee of IARI/ICAR and there will be no employer-employee relationship between the IARI/ICAR and the personnel so engaged by the contractor. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to its workers in writing before deputing them to work at IARI.
32. **Sub-letting:-**The contractor shall not engage the services of any sub contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the IARI has right to terminate the contract and to forfeit all security deposits by giving one months notice.
33. **Undertaking & Affidavit:-**Firms submitting tender would be considered to have read & accepted all terms & conditions and submit duly signed undertaking/consent with the tender document (Annexure-III). The firm/contractor will submit an Affidavit as per Annexure-II.
34. **Notice from contractor side:-**The contractor will give three months advance notice for terminating the contract failing which the bank guarantee will be forfeited.

35. **Termination of Contract:-** (a) Without prejudice to right under any other Clause of the contract, the Director IARI may in the event of any breach of the conditions on the part of the Contractor cancel the Contract and charge the Contractor with any loss arising from such cancellation.
- (b) Decision of Director, IARI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, IARI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.
- (c) The Director, IARI reserves the right to cancel contract at any time or before the contract agreement by giving one month notice without assigning any reasons thereof.
36. **Legal Jurisdiction:-** All Legal disputes arising under this contract shall be subject to jurisdiction of Delhi only.
37. The Director, IARI, reserve the right to accept or reject any or all tenders without assigning any reason thereof.
38. **Disclaimer:-** The tender published on this site are for public dissemination of the tendering activities of ICAR-IARI.

The bidders who download the tender documents should not edit or modify the documents in any manner. If any discrepancy is observed between the submitted bids and the master documents of IARI, the same will amount to tampering of the documents and a breach. Such bids will be rejected.

Signature _____

Name & Address of the Firm _____

Telephone No. _____

Mobile No. _____

**ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
PUSA, NEW DELHI-110012.**

**Name of Work: Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha
Hostel, IARI, New Delhi-110012**

TECHNICAL BID

(The requisite documents to be uploaded on portal.)

S. No.	Description	To be filled by the Bidder
1.	Name of Firm	
2.	Details of Earnest Money Deposit	Rs. 5000/- only (Rupees Five Thousand Only) Demand Draft/ Pay Order No. & Date Issuing Bank..... Name of Branch.....

3.Registration with EPF

(Copy must be uploaded)_____

4.Registration with ESI

(Copy must be uploaded)_____

5.Registration under Contract Labour

(Regulation & Abolition Act)

(Copy must be uploaded.)_____

6.GST Registration Certificate

(Copy must be uploaded.)_____

7.PAN card No. of the Registered Firm

(Copy must be uploaded.)_____

8. Minimum turnover of the firm during Financial year 2017-18 should be minimum Rs. 3 lakh (Rupees three Lakh Only)

(Copy of Balance Sheet may be attached.)_____

9.Please Specify as to whether Tenderer is Sole Proprietor/Pvt. Ltd./Partnership firm (Name of the Partner should be specified in this case)_____

10. Details of experience in the field in Govt. of India/Autonomous Body/State Government/PSU (attach copies from the Agency for the last three years) till date

S. No.	Period		Organization/Agency
	From	To	

**** Certificate from the concerned Agency must also be attached**

11. Only those firms who will qualify with Technical Bid would be considered for opening of Financial Bid.

**Signature of the Authorized Signatory
with Date & Seal**

Name of the Tenderer/Firm: _____

**ESTATE & PROTOCOL SECTION
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
NEW DELHI-110012**

(FINANCIAL BID)

To,

**Chief Admn. Officer (E&P)
IARI, New Delhi – 110012**

Sir,

I/ We wish to submit our Tenders for the Contract for “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012 at the following charges.”

No.	Particulars	Charges (Per Month)
	Monthly Charges/License fee for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi to be given by my firm/agency.	To be submitted online BoQ

Note: Minimum License fee is Rs. 5000/-. Financial bid less than 5000/- will not be considered.

1. Payment of monthly charges from the Contractor/successful bidder will be made in advance on quarterly basis.
2. Highest License fee quoting firm/agency will be awarded the work of “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012”.

I/We agree to the condition that the earnest money can be forfeited if I/We fail to comply any of the terms and conditions in whole or in part laid down in the Tender Form. I agree to Sell the eatables on rate mentioned in the tender document at SCHEDULE-I. I have also understood that I have to maintain standards of hygiene and quality of eatables served through canteen.

We have carefully read the terms and conditions of the Tender and agree to abide by these in letter and spirit.

Signature _____

Name & Address of the Firm _____

Telephone No. _____

Mobile No. _____

E-mail id _____

Undertaking/Consent letter

To

**The Director,
ICAR-Indian Agricultural Research Institute,
Pusa Campus
New Delhi -110012.**

Ref. your Tender No. _____

Sir,

1. I/We the undersigned (hereinafter referred to as the tenderer/Firm) hereby apply for grant of contract for Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012
2. I/We have gone through all the Terms and conditions and also the schedule of items as enlisted by you in your notice Inviting Tender for the subject under reference.
3. I/We, hereby confirm that we have understood all the Terms and Conditions and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong /incorrect nomenclature in the schedule, the decision of Director, IARI shall be final.
4. I/We also confirm my/our commitment to provide the material as enlisted of item with your notice Inviting Tender under reference.
5. I/We have experience from..... of running canteen in Govt. of India/ Autonomous Body/ State Government/ PSU at places/offices as given below:

(a)	
(b)	
(c)	
(d)	

6. I/We enclose herewith Experience Certificate duly signed by Principal/Director/Manager/ Authorized Signatory.
7. I am/we are enclosing herewith a Pay Order/ DD/ FDR/ Bank Guarantee from a NATIONALISE bank bearing number _____ dated _____ Bank Name _____ Branch Name _____ for Rs.5000/- (Rupees Five Thousand Only) drawn in favour of The Director, IARI payable at “New Delhi” as Earnest Money required.
8. I/We understand that the amount will be forfeited, if the applicant who is awarded the contract refuses to accept the contract.

9. I/We understand that I/We shall have to deposit a Security deposit Rs. 1.0 lakh (One lakh) for Canteen at IARI Pusa, New Delhi-110012 as refundable security deposit in favour of The Director, IARI, New Delhi in the form of DD/P.O./FDR/Bank Guarantee from a Commercial Bank which should be valid atleast for a period of 38 months before signing the “Agreement” in case I am/We are awarded the contract. This deposit will not bear any interest and shall be refunded on successful completion of contract after adjusting dues, if any.
10. In case the contract is awarded to me/us, I/We shall sign an agreement within 30 (Thirty) days (on a non-judicial stamp of paper of prescribed value) on the receipt of the letter awarding the contract.
11. I/We _____ S/o _____ R/o (local address) _____
 _____ Permanent Address _____
 _____ solemnly state that I/We have not been black listed/Debarred/Suspended during the last three years i.e. from 01.04.2015 till date by any of the institutions/Offices in which I/We have worked/run Canteen.

Date this _____ day of _____.

**Signature of Bidder/Firm
 Name & Address:**

SCHEDULE-I**SCHEDULE OF QUANTITIES/ITEMS ALONG WITH RATES TO BE FOR "RUNNING/OPERATION OF PG CAFETERIA AND TWO CANTEENS AT VASANT AND VARSHA HOSTEL, IARI, PUSA, NEW DELHI-110012".**

S.No.	ITEMS	QUANTITY	APPROVED RATES (In Rupees)
1	Tea	150 ml	10
2	Coffee	150 ml	15
3	Soft Drink/ Beverage =	--	MRP
4	Biscuits	1 pack	MRP
5	Chips (good quality)	1 pack	MRP
6	Bread Pakora with sauce	100 gm	10
7	Paneer Pakora with sauce	100 gm	15
8	Samosa with sauce	100 gm	10
9	Veg. Patties	100 gm	15
10	Burger (small size) with aloo tikki with sauce	1 piece	15
11	Veg Sandwich with sauce	100 gm	15
12	Gulab Jamun	40 gm	15
13	Chowmein with sauce	Half 400 gm	15
14	Chowmein with sauce	Full 600 gm	30
15	One Eggs Omelette with 2 slice bread	--	15
16	Ice Cream	--	MRP
17	Veg. Meals(Thali comprising of Dal, seasonal subzi, curd/Raita, Rice and Two chapatti/Roti, Salad and pickle).	1 No	80
18	<u>Special Thali</u> (Comprising of Paneer Vegetable/Malai Kobta, Seasonal Subzi, Dal Makhani/Rajma, Rice Pulao, 2 Tandoori Paratha/Naan, Raita, Pickle, Papad, Gulab Jamun/ Ice cream).	1 No.	150
19	Puri Sabzi	250 gm and 6 Puri	30
20	Veg Biryani of Basmati Rice	300 gm	40

21	Rajma & Rice of Basmati	300 gm	40
22	Chhole & Rice of Basmati	300 gm	30
23	Chhole & Bhature	200gm and 2 pcs.	40
24	Stuffed Paratha (Aalu/Gobhi/Mooli) with Achaar and butter (10g)	2 pcs	40
25	Shahi Paneer/Matar Paneer/ Palak Paneer/ Mix Veg/ Dal Makhni	200 gm.	30
26	Idli (South Indian) with sambar and chatni	2 pcs.	30
27	Vada (South Indian) with sambar and chatni	2 pcs.	30
28	Maggie with sauce	1 small pack	20
29	Plain Tawa Roti	Per piece	5
30	Plain Tandoori Roti	Per Piece	7
31	Dal Makhini/Rajama	200 gm	20
32	Stuffed Tandoori Parantha (Aaloo & Piyaj with butter 10 gm).	1 pc	30
33	Tandoori Naan/ Parantha	1 pc	20

Note :- 1. Any other item to be sold by the contractor shall have to be got approved by the Director, IARI with Quantity and rate specified therefore. The increase in rates of eatable items will be reviewed after every year & can be increased upto 10% subject to review by the Canteen Committee considering the market escalation price.

Annexure – I

List of the Utensils and other items available at PG Cafeteria					
S. No.	Name of Items	Qty.	S. No.	Name of Items	Qty.
1	SS Table (Bottom 3” dia round)	6	23	Tea maker	1
2	SS Table (1’/2” dia 4”x2’/2” Granite stone)	6	24	Cooker(Big 1)(Small 1)	2
3	SS Chair (Round wooden sheet)	40	25	Alu. Tub	1
4	SS Chair (1”dia with SS Jali)	20	26	Container Food (Big 1) (Small 5)	6
5	Cooking range (3 Burner)	1	27	Alu. Patila	2
6	Water Cooler(48/80 cap.)	1	28	Elec. Saup Warmer	2
7	Refrigerator (260 ltr.)	1	29	Jug.	5
8	Deep-Refrigerator (56”x24”)	1	30	Mixture	1
9	Ben-Marriage(84”x27”3”)	1	31	Dosa Chulla	1
10	SS Table (with granite stone)	10	32	Foot Counter	6
11	SS Chair (with SS Jali)	60	33	Tawa (Big 1)(Small 1)	2
12	RO System (25 Ltr.)	1	34	Singal Chulla	3
13	Geejar (35 Ltr. Thermo king Make)	1	35	Karahi (Big 1 (Small 1)	2
14	AC (1-5 ton Voltas make window)	3	36	Tray (Big 5) Small 5)	10
15	Open self	10	37	Jalebi Karahi	1
16	Wooden Table/Dining Table	7	38	Donga	1
17	Microwave Oven	1	39	Idli Grinder	1
18	Voltas (Mother Dairy)	1	40	Alu. Parat Big	2
19	Carrier (Pepsi four self)	1	41	Lassi Lota	1
20	Western (Pepsi four self)	1	42	Service Trolley	1
21	Cadbury (Wooden self)	1	43	Television	1
22	Cash Locker	1	44	Plastic Chair	53
List of the Utensils and other items available at Vasant Canteen					
1.	Refrigerator	01	5	LPG Gas	03
2.	Patila Alu. 25 Ltr.	01	6	Pressure Cooker 12.Ltr.	01
3.	LPG Gas	01	7.	Alu Patila 5 Ltr.	01
4.	Single Gas Stove	01	8.	Dustbin wheel	01
List of the Utensils available at Varsha Canteen					
1	LPG Gas	01			

Note:- All the above items be cleaned daily and should be maintained in the good condition by Contractor during the contract and the same will be returned to this office in workable condition at the time of the completion of contract.

DRAFT SPECIMEN AGREEMENT

This agreement is made at(Place)..... onM/Y/D of between INDIAN AGRICULTURAL RESEARCH INSTITUTE through Director, IARI which term shall include its successors, assignees etc. on the first part and(name & address of the firm)(hereinafter called the firm) through its authorized representative Shri son of Resident of duly authorized by virtue of board resolution which term shall include its legal representatives, successor, assignees etc. on the other part.

WHEREAS the IARI, New Delhi is a deemed university under the aegis of Indian Council of Agriculture Research and has approx 1200 acres Campus at Pusa wherein it is in requirement of mechanized “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012”.

AND WHEREAS, the Firm has represented that they have sufficient knowledge and expertise in this filed and based on the aforesaid representation and assurance of the Firm IARI, New Delhi has agreed to assign the “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012” to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f.(date)and will remain in force for a period for one year. However, the agreement can be terminated by IARI, New Delhi by giving one calendar month’s notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms and conditions.
2. The firm shall be responsible for annual “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012” 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.
3. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the IARI, New Delhi shall have no liability on this account in any manner.
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.
6. New Delhi without the consent of the IARI, New Delhi.
7. The Agency / Contractor shall provide the “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012” on all days of the month including gazetted holidays i.e. round the period of contract as work specified in Annexure I. There will be no separate payment for three National Holidays i.e. Republic Day, Independence Day and Gandhi Jayanti and the same is to be included in the daily /monthly charge by the contractor.
8. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
9. 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.

10. The firm shall issue uniforms to all their employees engaged. Which they shall wear while on duty.
11. The firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
12. 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. The firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under contract labour (Regulation & Abolition) Act, 1970, workmen's compensation Act, 1943, 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 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

An amount as specified in Annexure-F of the contract will be levied as liquidated damages per day whenever and wherever it is found that the “Running/Operation of PG Cafeteria and two canteens at Vasant and Varsha Hostel, IARI, New Delhi-110012” is not up to the mark in any section. It will be brought to the notice of the supervisory staff of the firm by DDO, MOHR, Indian Agricultural Research Institute, Pusa, New Delhi-110012” and if no action is taken within an hour liquidated damages clauses will be invoked.

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.

Address:.....

2......

Address:.....