



भा. कृ. अ. प. भारतीय कृषि अनुसंधान संस्थान
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
PUSA, NEW DELHI- 110012 नई दिल्ली -११००१२



TENDER NOTICE

No. AP/18-19/3

Dated:- 25-10-2018

Online Tenders are invited by the Head, Agricultural Physics Division from reputed services providers for Farm operations (Labour) in the Division of Agricultural Physics on behalf of the Director, ICAR-Indian Agricultural Research Institute, New Delhi-110012 in two-bid system (Technical bid & Financial bid) as per following schedule:

Last Date of online submission of Tender	15.11.2018 upto 1:00 PM.
Date of opening of Tender (technical bid only)	16.11.2018 at 3:00 PM
Date of opening of Financial bid	: as per online intimation

Please visit www.iari.res.in for Details Rules and Regulation and Log on www.eprocure.gov.in for online tender

NOTE :

1. The Director, IARI may at his discretion, extend this date by a fortnight or so and such extension shall be binding on Tenderers.
2. The tender may be submitted in two bid system.
3. **The tender while submitting every page and enclosures must be numbered. The conditions given for fulfilment of technical requirement may please be seen at condition No.17 and also mention the page number of enclosures said to be claimed of qualifying the technical bids.**
4. The tender schedules containing the detailed description of work along with terms and conditions may be downloaded from IARI website [https:// www.iari.res.in](https://www.iari.res.in) and www.eprocure.gov.in.

(अशोक कुमार)
Asstt. Administrative Officer
सहायक शासनाधिकारी

कृषि भौतिकी संभाग
DIVISION OF AGRICULTURAL PHYSICS
भा.कृ.अ.प.-भारतीय कृषि अनुसंधान संस्थान,
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
नई दिल्ली-110012
NEW DELHI-110012

मिसिल संख्या: ए.पी./2018-19/3

दिनांक: 25-10-2018

टेन्डर नोटिस

अध्यक्ष, कृषि भौतिकी संभाग, भारतीय कृषि अनुसंधान संस्थान, नई दिल्ली-110012 के निमित्त सेवा प्रदाताओं से फार्म/प्रयोगशाला संचालन हेतु आनलाईन एवम ऑफ लाइन टेन्डर दो बोली प्रणाली (तकनीकी एवम वित्तीय) निविदाएं आमंत्रित करते हैं।

आनलाईन व आफ लाइन टेन्डर प्रस्तुत करने की अंतिम तिथि

15-11-2018. समय 1.00 दोपहर तक

टेन्डर (तकनीकी की बोली) खोलने की तिथि

16-11-2018 समय 3.00 दोपहर तक

वित्तीय बोली खोलने की तिथि

(ऑनलाईन एवं आफ लाइन सूचना के आधार पर)

विस्तृत **Rule and Regulation** हेतु कृपया www.iari.res.in देखें। ऑनलाईन टेन्डर हेतु www.eprocure.gov.in पर देखें।

नोट:

1. निदेशक, भारतीय कृषि अनुसंधान संस्थान अपने विवेकाधिकार से उक्त तिथि एक पखवाडा भी अधिक बढ़ा संकता है। और यह टेन्डर डालने वाले को मान्य होगा।
2. टेन्डर दो बोली प्रणाली (**Two Bid System**) में प्रस्तुत करना होगा।
3. टेन्डर प्रस्तुत करते समय प्रत्येक दस्तावेज पर बिन्दू डालें।
4. टेन्डर की विस्तृत जानकारी के लिए कृपया भारतीय कृषि अनुसंधान संस्थान की बेबसाइट <http://www.iari.res.in> and www.eprocure.gov.in से **Download** करें।

(अशोक कुमार)
सहायक प्रशासनिक अधिकारी

**ICAR - INDIAN AGRICULTURAL RESEARCH INSTITUTE
DIVISION OF AGRICULTURAL PHYSICS , PUSA,
NEW DELHI - 110012, TELEPHONE NO- 011-25843021**

No.AP/2018-19/3

Dated :- 25.10.2018

From:

Asstt. Administrative Officer,
ICAR-Indian Agricultural Research Institute
Division of Agricultural Physics, Pusa, New Delhi - 110012

To

Dear Sir(s),

1. On line Open tenders are hereby invited on behalf of the Director, IARI, New Delhi for **Job Contract for Unskilled Labour for Field and Lab (Unskilled nature) in the Division of Agricultural Physics ICAR-IARI New Delhi-12**. 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 and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs.6,000/ (Rupees Six Thousand only)** must be deposited with the Asstt. Admin officer Division of AGRICULTURAL PHYSICS, ICAR- IARI New Delhi-110012 on or before the date of submission of tender in the form of demand draft / pay order payable to Director, IARI, New Delhi-110012. The tenders will not be considered if earnest money is not deposited on or before the submission date of tender. No interest will be paid on earnest money.
3. The tenderer is being permitted to give tender in consideration of the stipulations on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the Institute. 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 Institute.
4. The Schedules of the tenders form should be returned 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 tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on

behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council I Instt. shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

8. Tender should be submitted in two bid system(Technical bid and Financial bid)
9. The rates quoted by each firm for job/service contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer if any, may also be indicated.
10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. An amount of security deposit for the contract 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, the earnest money will be forfeited.
12. No interest on security deposit and earnest money shall be paid by the Institute to the tenderer.
13. GST applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IARI will not entertain any claim whatsoever in this respect. However the Income tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by GOI/ICAR.
14. Director, ICAR-IARI, New Delhi . Institute 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.
15. 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 & Constitution Act, 1996.
16. Acceptance by the Institute will be communicated by FAX/letter or E-mail. Formal letter of acceptance and work order of the Tender will be forwarded as soon as possible, but the earlier instructions in the FAX letter etc. should be acted upon immediately.
17. **The following documents/vouchers are required to be enclosed with the tender form which are the terms and conditions of the tender's document :-**

The tender being submitted by the firm, all pages along with enclosures must be numbered. Only those firms providing the following documents would be considered eligible.

Technical bid profoma

(Page No. where the document placed , are mandatory to indicate)

<i>Documents required with technical bid</i>	Page No.of document
<i>a)Registration certificate of the firm under the work contract of the Govt. of /State govt.</i>	Page No.
<i>b) Minimum turnover of the firm not less than Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) to be filled in by Division/Stations than during the last financial year.</i>	Page No.
<i>c) Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ ICAR/ Corporations of Govt. of India/reputed public or private organizations. Provide the details are enclosed tabular form.</i>	Page No.
<i>d) Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.</i>	Page No.
<i>e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.</i>	Page No.
<i>f) Employee EPF registration certificate issued by local govt. etc.</i>	Page No.
<i>g) Employee ESI registration certificate issued by local govt. etc.</i>	Page No.
<i>h) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.</i>	Page No.
<i>i) Nos. of staff/supervisors registered under ESI & EPF separately. <u>Minimum 40 nos.</u> (Staff/Supervisors) required with their ESI & EPF contributions. <u>Documentary proof of vouchers to be required and may be attached.</u></i>	Page No.
<i>j) GST registration certificate issued by Govt. etc</i>	Page No.
k) Successful Tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs.100/- (One Hundred Only) for each work	-----
l) Only those firms will be considered for financial bid who qualify in the technical bid.	-----
EMD of Rs.6,000/ (Rupees Six Thousand only) in firm of Bank draft ,FDR or bank Guarantee drawn in favour of Director IARI Valid for one year.	Page No.
Photocopy of TIN/PAN may please be uploaded with the tender without which the quotation shall be liable to rejected.	Page No.

Note :

2. The competitiveness of the rate(s) of each item will be decided and thereby the item wise work may be awarded to the successful bidder.
3. The work for Farm operations may have to be attended at different intervals of times during the contract period as well as during day time which may varies from 7.00 am to 8.00pm evening but not exceeding to the permissible hours for each man days.
4. Implements like Kassola, Khurpi, Kassi, Darati etc. required for agronomical operations will have to be arranged by the contractor at his own.

Dated:

Signature of the Tenderer with seal

TENDERS FOR THE CONTRACT FOR JOB WORK

Unskilled Labour for Field and Lab Operations In the Division of Agricultural Physics, ICAR- IARI New Delhi-12

From

To

Asstt. Administrative Officer,
Division of Agricultural Physics,
ICAR- IARI New Delhi-110012

I/ We have read all the particulars regarding the General information and other terms and conditions of the contract for **THE JOB WORK CONTRACT FOR Labour (Unskilled nature)** in the Division of Agricultural Physics, ICAR- IARI New Delhi-12 and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 180 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I We shall be bound by a communication acceptance dispatched within the prescribed time.

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

3. The following pages have been added to and from a part of this Tender. The Schedules-I & II to accompany this Tender are at pages _

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

5. Pay order / DD No..... dated of Rs..... drawn in favour of **Director, IARI and payable at New Delhi** is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer

Telephone No. Office

Resi.

Mobile

Email

address

Witness

:

Address with Phone No.:

Occupation

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address:

Email

Address

SCHEDULE- I

SCHEDULE TO TENDERS

PART 6 I

1. Name of the Firm/Agency
2. Full address And Telephone No.
if any
3. Constitution of the Firm/ Agency (Attached copy)
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932 (Please give names of partners)
 - c) 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 Tenders to refer dispute condemning business of the partnership to arbitration

ii) If the answer to above is in point one and two the 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 partner

5. Name and Full Address of your Bankerø
6. Your Permanent Income Tax No./Circle/Ward
7. Any other relevant information

PART – II

8. Earnest Money Deposited: Yes/No

PART – III

9. Name and Address of the firmø representative and whether the firm would be representing at the opening of the Tenders

10. Name of the Permanent Representative to bevisiting, regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

FINANCIAL BID

(This financial bid to be submitted as per instructions)

Last date for receipt of Tender (time) : **1.00 PM of 15-11-2018**
Date of opening of Financial Bid : **(As per the intimation)**

To.
Asstt. Admn. Officer
Division of Agricultural Physics, IARI, New Delhi-12

Sir,
I/We wish to submit our Tenders for Job Work Contract for Various Field Operations of Agriculture in the Division of Agricultural Physics, IARI, New Delhi-12 on the following rates.

Schedule II

Job Contractor Work

(Financial Bid)

FIELD/FARM/NETHOUSE/GLASSHOUSE/PHYTOTRON/LAB OPERATIONS/WORK (UNSKILLED NATURE)

S. No.	Details of work activities to be done	Unit/item (Approx. area)	Rate
1.	Unskilled labour for other activities in the Laboratory / field / office maintenance and upkeep	30 man days Per Month	

(Taxes, if any specifically be mentioned separately)

Signature of tenderer with seal

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

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

Signature _____
Name & Address of the Firm _____
Telephone No. _____
Mobile No. _____
Email address _____

TERMS & CONDITIONS:

1. The supporting / allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff / Supervisor should be intimated to authorized / designated officer.
3. The Director, IARI reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director shall be final and binding on the Contractor/Agency in respect of clauses covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of IARI for the purpose. All complaints should be immediately attended to by the Agency.
7. Uniform with colour specifications and pattern approved by IARI should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
8. The agreement is terminable with one month notice on either Side.
9. The contractor shall not sublet the work without prior written permission of the IARI. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
10. The selected agency shall provide the necessary personnel at IARI as per labour acts prevalent in NCT of Delhi and respective state Governments covered in this tender. The agency shall employ good and reliable persons with good health. In case any of the personnel so provided is not found suitable by the IARI, the IARI shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
11. The persons so provided by the agency under this contract will not be the employee of the IARI and there will be no employer-employee relationship between the IARI and the person so engaged by the contractor in the aforesaid services.
12. Payment for service contract will be made monthly upon submission of pre-receipted bill.
13. The Contractor will be reimbursed for each manpower at the consolidated rates as prescribed by (PF, Income Tax , Service Tax or any other extra taxes levied by government). Companies Act welfare measure of its employees and all other obligations that is being instructed in such case and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in any way whatsoever compliance of these provisions shall be ensured at the times of making monthly payment.
14. The firm will not charge placement charges on any other account from the manpower deployed with the institute. The contract is liable to be terminated security deposit forfeited and the contract/firm will be blacklisted. If, at a later stage, reports are received that the contract / contracting firm has charged the manpower on any account.
15. The firm have to quote only the service charges / month in to be levied by them for providing the services. Service charge shall be the primary criteria for selecting the firm. Bidders quoting less than Rs.400/- (Rupees Four Hundred only) per job per month as service charges per month will be not considered and will be rejected. No change / revision whatever in service charge once quoted shall be admissible during the tenure of tender under any circumstances. In case of more than one successful lowest bidders (L-1), the work contract will be awarded equally on sharing basis amongst those firms.
16. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF contribution, ESI contribution Uniform, Liveries, OTA etc.
17. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and

service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the IARI from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IARI shall be final and binding on the contractor.

18. Income Tax will be deducted from the payments due for the work done as per rule.
19. They should not leave their duty points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
20. Staff should be intimated to the concerned
21. The Contractor must employ adult labour only Employment of child labour may lead to the termination of the Contract.
22. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
23. Risk Clause: IARI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.
24. Payment to the contractual staff will be made latest by 5th of the every month.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 1000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by Head, Agricultural Physics , ICAR-IARI, New Delhi-12 and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
The Director, IARI reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Signature of the Contractor or his authorized signatory

seal of the Agency / Firm

Year-wise detail of Minimum 3 years' experience/ work done

Sl. No	Name of the Deptt./ Organization & Name of contact Person with Ph. No.	Period		No. of Staff deployed	Remarks
		From	To		

Authorized Signatory with seal

ANNEXURE - II

DRAFT SPECIMEN AGREEMENT (TO BE MADE LATER ON WITH THE FIRM TO WHOM WORK IS AWARDED)

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

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

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

1. This agreement shall come into force w.e.f. (date) . and will remain in force for a period for one year but can be terminated by (name of the Instts.) by giving one calender month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing (nature of job)..... at (location) .
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the (name of the Instt.) shall have no liability on this account in any manner .
5. That the Firm shall ensure that all persons deployed at (name of the Instt.)..... premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The (name of the Instt.) shall have the right to ask for the removal from the (name of the Instt.) premises any personnel considered by the (name of the Instt.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.) .
7. The manpower deployed by the Agency should work as per the working days and timings of the (name of the Instt.)..... . No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. Monthly consolidated charges for job/ work contract for providing services at (name of the Instt.)..... is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, IARI, New Delhi. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the Firm shall issue identity card to each of the workers engaged for entry into (name of the Instt.) premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Instt.) may cancel the contract.

15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall 21 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 Compension Act, 1943, E.P.F., E.S.1. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the Instt.) . on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.)..... due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the (name of the Instt.) . and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the (name of the Instt.) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc.that are admisible to regular employees in the office of (name ofthe Instt.) ":'
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. State Govt. / NeT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the" contract with trust. deligently and honestly.
22. In case of any accident! loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any. pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-ordinator for immediate interaction with the Institute.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

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

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

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

(Name & Address of the firm) (For the Director, IARI)

Witness:-

1. _____

2. _____

(TO BE PRINTED ON RS.100 NON JUDICIAL STAMP PAPER BY THE HIRING ORGANIZATION)

AGREEMENT

Article of Agreement made this day, the _____ between Shri/Smt./ Kum. _____ son / daughter of _____ residing presently at _____ (the first party) and _____ (designation of hiring authority representing the Institute) the second party.

Whereas the second party has agreed to hire services of first party for _____ in short _____ on contract basis for the _____ programme funded fully/ substantially by _____ and the first party has agreed to provide these services to the second party in that capacity for the period _____ on the terms and conditions herein after contained.

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:

1. PERIOD OF CONTRACT:

- a. The period of contractual appointment shall be from _____ in ____/____/201____
- b. The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of external funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

2. SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:

- a. The first party will present himself /herself at the place and time designated by the second party and render services to the second party broadly designated as 7 and described in detail in a job chart attached as Annexure-HI (a)8 to this agreement.
- b. In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs _____ per month.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

- a. Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his/ her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment upto 15th of the following month.

4. OTHER TERMS AND CONDITIONS:

As per Annexure-III(c).

5. **ANNUAL REVISION:** Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise!" the consolidated package by an amount not exceeding 10% of preceding year's package amount for the ensuing year.

6. **ACTION AGAINST FIRST PARTY:** (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party. shall entitle second party to terminate services of first party. (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

7. TERMINATION OF CONTRACT:

- a. The contract can be terminated with notice of one month on either side or by depositing/ paying one month's package /contract amount in lieu of notice.
- b. Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- c. The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

8. STANDARDS OF SERVICE:

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

9. GENERAL:

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

Authorized signatory

Signed by the First Party

Signed by the Second Party

Name:
Address:
Dated:

Name:
Address:
Dated:

WITNESS

Signature:
Name:
Address:

WITNESS

Signature:
Name:
Address: