

**ESTATE & PROTOCOL SECTION  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
NEW DELHI-10012**

**No.19-1/BPL-EPBAX-2020-E&P**

**Dated: 17/12/2020**

**e-Tender Notice**

Online bids are invited by the Director, ICAR-IARI on behalf of Secretary, ICAR for Comprehensive Annual Maintenance/Service Contract of BPL EPBAX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-110012.

**EMD (Bid Security) of Rs. 15,000/- (Rupees fifteen thousand Only)** in 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, Directorate, 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](http://www.iari.res.in) & [www.eprocure.gov.in](http://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 : **11/01/2021 (2.30 P.M.)**  
Date & Time of opening of Online Technical bid : **12/01/2021 (3.00 P.M.)**

**Chief Admn. Officer (E&P)  
for & on behalf of the Director,  
IARI, New Delhi-110012**

**Estate & Protocol Section  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
PUSA, NEW DELHI-110012**

**No. 19-1/ BPL-EPBAX /2020-E&P**

**Dated: 17/12/2020**

INVITATION Of ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-12.

**TENDER DOCUMENT**

- A. Last date of online submission of Tender is 11/01/2021 up to 2:30 P.M.
- B. Tender to be opened on 12/01/2021 at 3:00 PM.
- C. Tender will remain open for acceptance up to 180 days from the date of opening.
- D. The Tender document is available on website.

[www.iari.res.in](http://www.iari.res.in) and <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 Estate & Protocol Section, IARI, New Delhi -110012 by depositing Demand Draft/Pay order/Bank Guarantee/FDR drawn in favour of the Director, IARI payable at New Delhi.

Estate & Protocol Section  
ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE  
PUSA, NEW DELHI-110012

No. 19-1/ BPL-EPBAX /2020-E&P

Dated: 17/12/2020

**Notice Inviting e-Tender**

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

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Invitation of Tender for Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-110012.**

Dear Sir/ Madam,

e-tender is hereby invited by the Director, ICAR-IARI on behalf of Secretary, ICAR Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-12.

1. 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.15,000/- (Rupees fifteen 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 superscribed 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 E&P Section, IARI.
3. The bidder 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 bidder fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the IARI. In the event of the offer made by the bidder not being accepted, the amount of earnest money deposited by the bidder will not be refunded.

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 bidder. In such cases, reference to the additional pages must be made in the Tender form.
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 warrant 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 bidder.
7. If bidder 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.  
**The rates quoted by each firm for Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-12.** In Tender be given in **BOQ** Only 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.
8. 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.
9. 3% of annual tender value **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 bidder only after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited.
10. No interest on security deposit and earnest money deposit shall be paid by the Institute to the bidder.
11. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR/IARI will not entertain any claim whatsoever in this respect.
12. 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 bidder.
13. 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 firm and his willingness to continue. The decision of the Director for grant of extension will be final.

14. Decision of the 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.
15. Successful bidder will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs.100/-(as per annex)
16. 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.

<b><u>List of Documents to be scanned and uploaded within the period of bid submission:</u></b>	
<b>Sl. No</b>	<b>Item</b>
A	i. Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State Govt. ii. Scanned copy of valid license under the contract labour (regulation and abolition ) act 1970 issued by appropriate authority.
B	Minimum overall turnover of the firm not less than <b>Rs 10.00 lakh (Rupees Ten Lakh)</b> of last three financial years ( 2017-18, 2018-19 and 2019-20).
C	The firm should have last three years experience in the field of providing AMC/CMC of Sigma Index 2K (BPL Make) or equivalent make services in Central/State Govt. establishments/Autonomous bodies of Govt. of India/reputed public or private organizations. Please provide details in tabular form with documentary proof.
D	Certified Balance Sheet of the firm for last year 2017-18, 2018-19 & 2019-20 to be provided attested by the chartered accountant.
E	Duly certified copies of the satisfactory services where the bidder is providing the services for the last three years, copies of work order/completion certificate (i) 3 orders of 40% each or (ii) 2 orders of 50% value each or (iii) one order of 80% value of estimated drawl may also be enclosed.
F	Employee EPF registration certificate issued by concerned Govt. Organization.
G	Employee ESI registration certificate issued by concerned Govt. Organization..
H	PAN No and GST registration certificate issued by Govt.
I	EMD (Earnest Money Deposited) Rs. 15,000/-
J	ECRs for last three month

J	The declaration by the bidder on non-judicial stamp paper of Rs. 10/- 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. (tender specific)
K	Bank solvency certificate amounting to Rs. 5.00 lakh not older six months from the date of publishing of tender.

**Technical Bid**

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

Yours faithfully,

Chief Admn. Officer for & on behalf of  
the Director, IARI, New Delhi

**Annex-II**

**Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-12.**

Full Name & Address of the bidder  
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,

1. I / We have read all the particulars regarding the General information and other terms and conditions of the contract of **Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-12.** and agree to CAMC of EPBAX 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.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and 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. 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 Bidder

Witness \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

**Telephone No.**  
**Office:**  
**Residence:**  
**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 & CONDITIONS OF THE CONTRACT**

1. **Validity of Bid:-**The bid will be valid for 180 days from the date of opening of tender.
2. **Statutory Obligations:-** (a)The vendor will be responsible to observe the provisions of the labour law. 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/ libel 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 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.
3. **Detail of Worker:-**The contractor will have to provide a list of workers who will be working in IARI Directorate and provide complete details about them. The contractor will also make police verification and medical report of all his/her workers working within IARI.
4. **Identity and Uniform:-**The contractor will ensure neat and clean requisite dress/clothes and other required minor equipments. 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 workers will bear the Identity Card issued by Firm during the working hours.
5. **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.
6. **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.500/- per day will be imposed for every default during the period of contract. If the services do not improve subsequently, a monetary fine as penalty @ Rs.1,000/- 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 IARI failing which it will be adjusted against the Security Deposit.
7. **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.
8. **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.
9. **Notice from contractor side:-**The contractor will give three months advance notice for terminating the contract failing which the security deposit will be forfeited.
10. **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.

11. **Legal Jurisdiction:-**All Legal disputes arising under this contract shall be subject to jurisdiction of Delhi only.

12. The Director, IARI, reserve the right to accept or reject any or all tenders without assigning any reason thereof.

13. **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. \_\_\_\_\_

**Name of Work: Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-110012.**

**(Scope of Work)**

**TECHNICAL TERMS & CONDITIONS:**

1. The bidder should have adequate experience in the field of BPL, make Sigma, 2000 Telephone exchange maintenance and services or equivalent make.
2. Firm should have a service centre and should be capable to maintain SIGMA INDEX 2K and have adequate spare parts.
3. The maintenance service to be provided in respect of the above mentioned equipment shall commence on as is where basis is”.
4. The Agency will depute two dedicated person having experience in cabling for 6 days in a week. One having a minimum experience of 5 years and other helper with one year experience. They will be responsible for day to day maintenance /removing of cable fault.
5. CAMC shall consist of preventive maintenance, cleaning and servicing of telephone exchange and other associated equipments installed with telephone exchange on quarterly basis.
6. CAMC shall consist of corrective maintenance of telephone exchange which includes replacement of faulty parts with genuine parts and other associated equipments free of cost except the batteries.
7. During the CAMC the firm will look after the software and hardware of the systems and no extra charges will be paid by IARI to the firm for additional programming.
8. The defective parts replaced by the firm shall be taken away by the firm at their own cost.
9. The firm shall give maintenance/services at IARI premises after lodging the complaints.
10. Supervision and maintenance/repair of fault will be carried out regularly during working hours. These working hours can be changed or extended according the requirement of IARI on exceptional cases like system fully down or in emergencies cases.
11. Response time for maintenance call should not exceed 12 hours.
12. The system down time should not exceed 24 hours from the time at which complaint was made. In case the system is not repaired within 24 hours from the time failure reported then IARI may chose to get the same repaired or replaced from any other agency and cost and expenditure incurred thereon shall be recovered for the firm.
13. All consumable items like cables, jointing kit, pipes etc will be provided by IARI.
14. Damaged armoured cable repair likes digging of cables will be excluded from regular maintenance of cable.
15. The firm representative(s) may visit at site if they have any query.

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 Annual maintenance of Telephone exchange, BPL SIGMA INDEX 2K NEW DELHI- 110012 at the following charges.

No.	Particulars	Charges (Per Month)
	Monthly Charges for Comprehensive Annual Maintenance/Service Contract of BPL EPABX Machine Model SIGMA INDEX 2000 (make SIGMA-2000) equipped 927/24/01 installed in Director's Office, IARI, New Delhi-12.	To be submitted online <b>BOQ</b>

Note: GST will be extra. The firm need to quote only

1. Payment of monthly charges from the Contractor/successful bidder will be made on quarterly basis.

2. Lowest amount quoting firm/agency will be awarded the work of CAMC.

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 do work of AMC/CAMC on rate mentioned in the tender document at **SCHEDULE- I**. I have also understood that I have to maintain the uninterrupted service.

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 bidder/Firm) hereby apply for grant of contract for AMC/CAMC at Indian Agricultural Research Institute, Pusa Campus, New Delhi-12.
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 AMC/CAMC 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 Commercial bank bearing number\_\_\_\_\_ dated \_\_\_\_\_ Bank Name \_\_\_\_\_ Branch Name\_\_\_\_\_ for Rs.15000/- ( Rupees Fifteen Thousand Only) drawn in favour of The Director, IARI payable at "New

Delhi” as Earnest Money required. I/We understand that the amount will be forfeited, if the applicant who is awarded the contract refuses to accept the contract.

8. I/We understand that I/We shall have to deposit a Security deposit Rs. 1.0 lakh (One lakh) for AMC/CAMC at Director's Office, IARI 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 18 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.
9. 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.

10. 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 AMC/CAMC.

Date this \_\_\_\_\_ day of \_\_\_\_\_.

Signature of Bidder/ Firm

Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at .....(Place)..... on .....M/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 scavenging work on annual job work basis.

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 annual job work contract for mechanized scavenging to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come in force w.e.f. ....(date) .....and will remain in force for a period for one year. However, the agreement can be terminated by IARI, New Delhi by giving two calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms and conditions..
2. The firm shall be responsible for providing CAMC at IARI, New Delhi.
3. 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.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the IARI, New Delhi shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at IARI, New Delhi premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The IARI, New Delhi shall have the right to ask for the removal from the IARI, New Delhi premises any personnel considered by the IARI, New Delhi to be incompetent, disorderly or any other reason and such person shall not again be deployed again at IARI. New Delhi without the consent of the IARI, New Delhi.
7. The Agency / Contractor shall provide services on all days of the month including gazetted holidays i.e. round the period of contract as work specified in Annexure I. There will be no separate payment for three National Holidays i.e. Republic Day, Independence Day and Gandhi Jayanti and the same is to be included in the daily /monthly charge by the contractor.
8. Monthly consolidated charge for CAMC at IARI, New Delhi is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance /delivery of services. Copies



of document such as deposit challan (If applicable) along with list of persons showing deposit of ESIC, EFP 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 IARI, New Delhi. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The seat of arbitration shall be Delhi and arbitral proceedings shall be conducted in English language.
11. That the firm shall issue uniforms to all their employees engaged. Which they shall wear while on duty.
12. That the firm shall issue identity card to each of the workers engaged for entry into IARI, New Delhi premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the IARI, New Delhi shall cancel the contract.
15. That the firm agrees to 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.
16. It is also agreed that under no circumstance, the volunteers and /or the employees/workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IARI, New Delhi and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IARI, New Delhi against any claim that it may have to meet towards the employees/workmen of the firm. Firm's employees/workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of IARI, New Delhi.
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. State Govt. /NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute at which is attributable to the firm and/or its employees, then the firm shall be entitled to pay such damages as determined by the Director, IARI New Delhi and his decision shall be final and binding on the firm and the firm shall pay the same within the time prescribed by the Director, IARI and /or the same shall be deducted from the bills raised by the firm.
19. The firm shall not sub-contract the work assigned to it under this contract and/or transfer its right to anyone else.
20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust diligently and honestly.
22. In case of any accident/loss of life of the workers during discharging duties any compensation to be paid to the workers the same shall be borne by the firm.

23. There will be surprise checking by an Officer. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Coordinator for immediate interaction with the Institute.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount as specified in General terms and conditions of the contract will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any section. It will be brought to the notice of the supervisory staff of the firm by INDIAN AGRICULTURAL RESEARCH INSTITUTE and if no action is taken within an hour liquidated damages clauses will be invoked.
2. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. The decision of the Director, IARI shall be final and binding on the contractor/ agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the firm)

**(For the Institute)**

**Witness:**

1. ....

.....

2. ....

.....

## Draft of Bank Guarantee

In consideration of the President of India (hereinafter called "The Government") having offered to accept terms & conditions of the proposed agreement, **ICAR-Indian Agricultural Research Institute, Delhi** and M/s\_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work of AMC/CAMC\_\_\_\_\_ (hereinafter called "the said agreement" having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ a company incorporated under the Companies Act, 1956 and carrying on the business of Banking under the banking regulation Act, 1949 and having its registered office at \_\_\_\_\_ ("hereinafter referred to as the Bank) hereby undertake to pay to the government an amount not exceeding Rs. \_\_\_\_\_ on demand by the Government within the validity period of the Bank Guarantee.

2. We \_\_\_\_\_ do hereby to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ any money so demanded notwithstanding any dispute raised by the contractors in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

3. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the in charge on behalf of the government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly discharges this guarantee or expiry of Bank Guarantee whichever is earlier.

5. We \_\_\_\_\_ further agree with the government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractors

and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contactors or for any forbearance act or omission on the part of the government or any indulgence by the government to the sad contactor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharges due to the change in the constitution of the Bank or the contractors.

7. We \_\_\_\_\_lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.

8. This guarantee shall be valid for one year unless extended or demand by the government and at applicant's request. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. \_\_\_\_\_and unless a claim in writing is lodged with us from the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

9. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

10. Notwithstanding anything to the contrary contained hereinabove our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_. This bank guarantee shall be valid up to \_\_\_\_\_. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_, after which the bank shall be discharged from its liabilities.

Date: \_\_\_\_\_

Place: New Delhi