



INDIAN COUNCIL OF AGRICULTURAL RESEARCH
NASC COMPLEX, PUSA, NEW DELHI
(Estate & Maintenance Section)

TENDER DOCUMENT

**JOB WORK/ SERVICE CONTRACT FOR CLEANING,
SANITATION AND WASTE DISPOSAL SERVICES AT ICAR'S NASC
COMPLEX, DEV PRAKASH SHASTRI MARG, NEW DELHI – 12**

Contact Details : Under Secretary(E&M),
NASC DEV PRAKASH SHASTRI MARG,
PUSA, NEW DELHI – 110012
Tel...25842871, Fax...25848029
Website.... <http://www.icar.org.in>



INDIAN COUNCIL OF AGRICULTURAL RESEARCH
NASC COMPLEX, PUSA, NEW DELHI
(Estate & Maintenance Section)

F. No. GAC-04/16/2015-E&M

Dated:16.07.2015

INVITATION TO QUOTATION AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR CLEANING, SANITATION AND WASTE DISPOSAL SERVICES AT ICAR'S NASC COMPLEX, DEV PRAKASH SHASTRI MARG, NEW DELHI – 12

- A. Cost of the tender document: Rs. 500/-(Rupees Five Hundred only)
- B. Last date & time for submission of bid : 01.09.2015 at 3:00 PM
- C. Tender (technical bids) to be opened: 01.09.2015. at 3.30 PM
- D. Financial Bid to be opened: 04.09.2015 at 3.00 PM
- E. Tender to remain open for acceptance up to 90 days from the date of opening.
- F. The details of this tender is also available at our web site – www.icar.org.in

NOTE :

1. The Secretary, Indian Council of Agricultural Research, Krishi Bhavan, New Delhi may at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date fixed for opening of tender is subsequently declared a holiday the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening indicated above.
3. The intending Tenders may survey the NASC Complex to know the scope of work before responding to the Tender.
4. Online submission of bids is mandatory.

**INDIAN COUNCIL OF AGRICULTURAL RESEARCH
NASC COMPLEX: NEW DELHI-110 012**

Tel.No.23381378, 23388991/460, 25842871

Fax No.91-11-23381378

011-25848029

From:-

The Deputy Secretary (GAC),
E&M Section, ICAR, NASC Complex,
DPS Marg, Pusa, New Delhi- 110012

To,

Subject: INVITATION TO QUOTATION AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR CLEANING, SANITATION AND WASTE DISPOSAL SERVICES AT ICAR'S NASC COMPLEX, DEV PRAKASH SHASTRI MARG, NEW DELHI – 12

Dear Sir(s),

Online bids are hereby invited on behalf of the Secretary, Indian Council of Agricultural Research, New Delhi for contract of **cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, 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 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 furnish the requisite services in accordance with the requirements stated in the attached schedules. Please **submit your financial bid online and all other documents need to be submitted both online and in hardcopy form at E&M Section, NASC Complex before tender closing date.**

2. An earnest money of **Rs.50,000/- (Rupees Fifty thousand only)** must be deposited in the form of demand draft/pay order payable to Secretary, ICAR at New Delhi. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tender will not be opened. The tender will not be considered if **earnest money and tender fee** is not deposited at E&M Section, NASC Complex before tender closing date.

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 withdraw from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Council. 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 Council.

- 4.. The tender is liable to be rejected if complete information as required is not given therein or if the particular asked for in the schedules to the tender is not fully filled in along with all essential documents required for technical bid evaluation . Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of 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.
5. If tenderer does not accept the offer, after issue of letter of award by ICAR within 15 days, the offer made shall be withdrawn & Earnest money will be forfeited.
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 and if, on enquiry it appears that the persons so signing had no authority to do so, the Council 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. The original copy of the tender is to be enclosed in double cover and soft copy of the same need to be submitted online also. The Inner cover should be sealed. The outer cover should be superscribed "**Tender for cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, New Delhi 12**" with address of this office and of the tenderer. Right is reserved to reject outstation tenders. Tender to be hand delivered should be put in the tender box which will be kept in the Estate Office of the ICAR at NASC Complex, Dev Prakash Shastri Marg, New Delhi-110012 by the stipulated date and time,
8. The rates quoted by each firm in tender be given both in words and figures failing which the same is liable to be rejected.
9. The Council does not pledge itself to **accept the lowest** or any other tender and also reserve to itself the right of accepting the tender in whole or in part of the tender.
10. **An amount of Rs. 1,00,000 (Rs. One Lakh Only) as a security deposit** for the contract is to be deposited by the Selected Agency/Successful tenderer only after receiving a communication from the Council. 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 Council to the tenderer.
12. Sales Tax or any other tax on material in respect of this contract shall be payable by contractor and ICAR will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Central Government/ Govt. of NCT of Delhi, shall be deducted at source from monthly bills of the successful tenderer, as per rule.

- 13 Service tax or any other tax which is as per the rules of the Central Government/ Govt. of NCT of Delhi would be responsibility of tenderer only.
- 14 TDS will be deducted at source from monthly bill of the successful tenderer, as per rules/instructions made applicable from time to time by Government.
- 15 Secretary, ICAR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Council, for any justifiable reasons, not mandatory to be communicated to the tenderer.
16. The contract will be initially for a period of one year extendable on year to year basis (total Three years) subject to satisfactory performance of the contractor and its willingness to continue.
- 17 The agency is advised to submit their tender after **physical inspection of the site**, a very detailed assessment/requirement of machine/manpower for providing the above services at the NASC Complex. However, the tenderer should quote only the **lump sum amount** in respect of all the services covered under this contract and that the rates should not be proposed on the basis of manpower deployed under this contract. No request for alteration in the rates, once quoted will be entertained within the period of contract.
- 18 Decision of Secretary, ICAR will 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 and will not be referred to arbitration.
19. Acceptance by the Council will be communicated by FAX/ email 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/ email etc. should be acted upon immediately.
20. The contract would be decided as per the rates quoted for Item No.- 1 of the financial bid.

21. Submission of Essential Documents : (For Technical Bid Evaluation) :

1. Registration certificate of the firm under Company Act or any other authorities of Central Government/ State Government/any Government department for carrying out the job work.
2. 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/ Corporations of Govt. of India/reputed public or private organizations.
3. Certified Balance Sheet of the firm for last year having turnover not less than 25.00 lakhs by the Chartered Accountant.
4. Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
5. Employee EPF registration certificate issued by Government department.
6. Employee ESI registration certificate issued by Government department.
7. Number of Safaiwalas registered under ESI & EPF separately. Minimum 20 Numbers required with their ESI & EPF contribution. Documentary proof of voucher should be attached.
8. The agency must have certificate of service tax issued by the Government Department.
9. The firm/ Agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against it.

Yours faithfully,

**Under Secretary (E&M)
For and on behalf of the Secretary
ICAR, Krishi Bhawan, New Delhi-110001**

Note:-

- (i) Submit photocopy of all the documents stated above.
- (ii) Non submission of any document as required in the tender will lead to rejection of the tender.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

COMPLEX AND ITS LOCATION : National Agriculture Science Centre is a prestigious Complex built by the Indian Council of Agricultural Research spread over an area of around 22 acres with multi-dimensional state of the art facilities like a National Agricultural Museum, Symposia Complex, large underground parking, offices of the International and national organizations of agricultural research, National Academy of Agricultural Sciences (NAAS), Association of Agricultural Universities of India, Podium, lush green large landscapes and an International Guest House fully centrally air conditioned comprising of 76 single/double rooms and 22 suites each fitted with modern facilities, telephone, Internet, TVs, etc. In addition, the International Guest House has a large lobby, cafeteria, a separate VIP and common dining room, pantries, modernized kitchen with state of art gadgets and Solar heating system, indoor games center and tennis court etc.

The complex being a focal point and interactive platform for the international, national institutions, societies, agencies including State Agricultural Universities, Central Agricultural University and all other public sector organizations engaged in the promotion of agricultural research coordination and its extension etc, shall have an extensive occupancy round the year, organized programmes, national and international conferences, symposia, visitors and other activities on a regular and ongoing basis apart from the normal activities and programmes under the ICAR and National Agricultural Research system round the year. Excepting the internal premises of the International Guest House the cleaning and waste disposal services of the whole NASC complex as and common drain of all buildings detailed in the tender and at the highest standards of quality and hygiene will be done by the successful tendering agency.

The complex is located on the main Dev Prakash Shastri Marg at a strategic location in the New Delhi area of PUSA campus serviced by a complete back up power load by local DG set systems including for the central air conditioning.

TENDER FOR JOB WORK/ SERVICE CONTRACT FOR CLEANING,SANITATION AND WASTE DISPOSAL SERVICES AT ICAR'S NASC COMPLEX,DEV PRAKASH SHASTRI MARG, NEW DELHI – 12

Full Name & Address of the Tenderer in
Telephone No. :
Telegraphic Address/FAX/Cellular No.:
E-Mail address:

To
The Deputy Secretary (**GAC & Estate**)
E&M Section, NASC Complex, ICAR,
Office Block, Dev Prakash Shastri Marg,
PUSA, **New Delhi - 110 012**

1. I / We have read all the particulars regarding the General information and other terms and conditions of the contract for cleaning, sanitation and waste disposal services at the NASC Complex, Dev Prakash Shastri Marg, New Delhi 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 90 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. 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 form 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._____of Rs._____ drawn in favour of Secretary, ICAR and payable at _____ is enclosed as earnest money required

Yours faithfully,

Signature & Seal of the Tenderer

Dated :

Witness_____

Address_____

Occupation _____

Signature of witness to contractor's signature.

Name,Address & Signature of Witness :

Telephone No. Office

Resi.

Mobile

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)
 - 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 tender 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 Banker's
6. Any other relevant information :

PART – II

7. The Earnest Money Deposited: Yes/No

PART – III

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

9. Name of the Permanent Representative to be visiting NASC, regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

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

Schedule – II

Detail of the Minimum 3 years experience/ work done.

S.No.	Name of the Dept./ Org. and Name of contact person with Ph. No.	Period		No. of Staff/labour Deployed	Remarks
		From	To		

(Authorized Signatory)

Schedule – III
FINANCIAL BID

Last date for receipt of tender : 01.09.2015 up to 3.00 PM

Date of opening of financial bid : 04.09.2015 at 3.00 PM
At E&M Section, Office Block, NASC
Complex, Dev Prakash Shastri Marg,
Pusa New Delhi – 12.

To

The Deputy Secretary (Genl. Admn. & Estate)
Indian Council of Agricultural Research,
Estate Office, NASC Complex,
Office Block, Dev Prakash Shastri Marg, PUSA
New Delhi – 12

Sir,

I/We wish to submit our tender for **cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, New Delhi 12** at NASC Complex and of ICAR on the following rates.

SI.No	Particulars	Per Month (Consolidated)
1.	Monthly consolidated charges for job work/service contract of cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, New Delhi 12 as specified in the tender terms and conditions and scope of work at annexure I including all labour, material, transportation specially covered all the acts and taxes viz service tax, income tax, VAT, turnover tax and other taxes as applicable from time to time with highest standards of services.	_____ _____ (Rs. in figures) _____ _____ _____ (Rs. In words)

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 quotation form.

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

Signature_____

Name & Address of the Firm_____

Telephone No. _____

TERMS AND CONDITIONS OF CLEANING AND HOUSEKEEPING SERVICES AT ICAR'S AT NASC COMPLEX, NEW DELHI

1. **Cleaning, sweeping, dusting, mopping and waste disposal of the entire area of NASC Complex i.e. E & M Section**, common covered areas of all the buildings and atrium including basement of Hall , common toilets in various buildings and roads and common paths, common areas of office block, entire symposium internal, underground parking, main gate areas, ground parking, podium and surrounding areas, atriums, residential blocks, all lawns, roads, common area of the complex on daily basis **excluding** only the cleaning of the covered premises of the International Guest House. In order to complete the above cleaning and waste disposal jobs at the highest standards of quality and hygiene, the safaiwalas would start their work early in the morning so as to complete it fully by the 9.00 AM in the morning itself including waste disposal.
2. Special cleaning of all areas of the complex as detailed under point 1 above will be done on weekends i.e. on Saturday and Sunday. The special cleaning would include the proper rubbing and cleaning of floors and stair cases, cleaning of cob webs etc. and special mopping of roads, common paths ways ,parking areas and drain cleaning on regular basis.
3. Special and detailed cleaning once in quarter which includes the proper cleaning of roofs, gutters etc. and all other areas.
4. The successful tenderer will have to use the quality detergents and disinfectants at its own cost. The Council will not provide any type of sanitary material or equipments for cleaning waste disposal and sanitation work at NASC Complex which the tenderer shall have to arrange at his own cost.
5. All the toilets are to be cleaned as frequently as required to keep them in a well neat and clean condition. The common public toilets will be cleaned twice or more than this in the day for which the safaiwalas must be available in the premises during the office working hours. Periodical Naphthalene balls/Sanitary cubes have to be provided in common toilets/urinals of the entire complex.
6. All the gully traps of wash basin and kitchens in all the flats including DG's Residence (27 flats) and servants quarters (27 flats) have to be clean daily basis at a fixed time.
7. The Safaiwala shall also clean all the doors and windows which are at common places of the premises of NASC Complex
8. Removing of waste, garbage, dust and its disposal to recognized MCD dumping ground on daily basis at the cost of the agency. The Council will not allow any garbage heaps at

any place in the premises. It will be the duty of the tenderer to dispose it off to MCD dumping grounds failing which penalty may be imposed and the penalty would be at the discretion of the Competent Authority. The Council will not provide any trolleys or other movable, immovable machinery or equipments to move the garbage from the Complex to MCD dumping ground which the contractor shall have to arrange at his end including any payment that may be payable to the MCD for using their malba dumping grounds in the area/vicinity.

9. Sweeping, cleaning and removing malba from the terraces stairways of all the NASC Complex, official and residential buildings as per directions of Caretaker/authorized representative of ICAR
10. The staff provided should be experienced and well equipped with equipments, accessories and other materials needed in cleaning, sweeping and other sanitation services including waste disposal.
11. The contractor shall keep a complaint register with his supervisor, which should be maintained and it shall be shown for verification to Caretaker, NASC and other authorized representative of the ICAR as and when asked for. All complaints shall be attended to immediately by the Agency.
12. Uniform with colour specifications and pattern approved by ICAR should be supplied by the contractor to the workers at his own cost and it would be ensured that the working staff etc., are in proper uniform while on duty. Uniform colour specifications for the service staff shall be khaki pant and shirt.
13. Exclusive two sweepers are required to provide for Bio-degradable waste plant management work.
14. It will be responsibility of contractor to remove all garbage viz. used plastic glasses, waste papers, removal of nails-capes either on the floor or on wall, food wastages, flower wastages etc.
15. The contractor will have to provide/use Room-re-fresheners of different fragrances in each every meetings / conferences twice a day.
16. It will also be duty of the contractor to shift some furniture and other items of symposium Hall & Dinning Hall (Whenever required) and place all furniture & other items of the Hall in proper place. Due penalty will be imposed on the contractor in case any damages /losses while shifting / handing of furniture items during currency of contract.
17. The rates to be quoted should be included cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR shall not bear any extra charge on any account whatsoever, viz. EPF contribution, Uniform, Liveries, OTA etc.

18. 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.
19. **Risk Clause:** ICAR 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 Security Deposit or pending bills or by raising a separate claim.
- The agency shall be wholly responsible for paying monthly salaries and other admissible allowances to the persons as engaged by the contractor and Council shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these persons. The agency shall be fully responsible for providing leave benefits, weekly offs, national and festival holidays etc. to the persons deployed as may be required.
 - The Council shall not directly or indirectly employ any person of the agency during the period of contract or thereafter under any circumstances.
 - The tenderer will comply with all the social welfare legislation for its worker more particularly the rules and regulation relating to social security (EPF) medical benefits (ESI) etc., at his/her own cost as may be required.
 - Whenever and wherever it is found that the work is not up to the mark in any point it will be brought to notice of supervisory staff of the firm by ICAR and if no action is taken within one hour liquidated damage clause will be invoked.
 - Any misconduct/misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately. If the required number of safaiwalas /supervisor is less than the minimum required as per a penalty of Rs. 500/- per day will be deducted from the bill.
 - If the services of the contractor is found to be not as per our terms and conditions, in the contract and is not found satisfactory, a penalty as deemed fit, shall be imposed and deducted from the monthly bill of the contract @ 5% of the monthly bill.

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place) on (month/year)..... day of between.. (agency name).. (ICAR) through (designation of the competent authority in the Instts.) 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 ICAR hqrs has decided to assign the annual job work contract of **cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, New Delhi 12** at NASC and to the firm M/son 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 Secretary, ICAR 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.
2. The firm shall be responsible for annual job work contract of **cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, New Delhi 12** at NASC.
3. The firm will provide full particulars of every worker deployed by it for providing the services 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 ICAR hqrs shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at NASC premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The Secretary, ICAR shall have the right to ask for the removal from the NASC premises any personnel considered by the council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ICAR .
7. The manpower deployed by the Agency should work as per tender document and no extra wages will be paid for weekends and holidays.
8. Monthly consolidated charges for job/ work contract of **cleaning, sanitation and waste disposal services at NASC Complex, Dev Prakash Shastri Marg, New Delhi 12** at NASC is as per terms and conditions specified and scope of work as per Annexure-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 Council. 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 Secretary, ICAR. The decision of the Secretary, ICAR 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.

12. That the firm shall issue identity card to each of the workers engaged for entry into NASC and 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 Secretary, ICAR 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 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 the council . on account of any failure to comply with the obligations under various laws or damage to NASC 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 ICAR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the council, 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 ICAR.

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 Council 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, diligently and honestly.
22. In case of any accident! loss of life of the workers during discharging duties compensation to be given to the workers, the same shallbe borne by the Firm.
23. There will be surprise checking by an Officer of ICAR. 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 ICAR.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

26. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount equivalent to two days of contract amount, subject to a minimum of Rs. 500/- will be levied as liquidated damage per day, whenever and wherever it is found that the work is not up to the mark in any area. It will be brought to the notice of the supervisory staff of the firm by ICAR and if no action is taken within one day, 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 Secretary ICAR reserved the right to reject any of all tenders in whole or in part without assigning any reason therefore. The decision of Secretary, ICAR shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

Name & Signature of Witness 1 :
Address :

(Authorized Signatory)
on behalf of the firm.

Name & Signature of Witness 2 :
Address :

(Authorized Signatory)
Deputy Secretary (GAC)
For and on behalf of the Secretary
ICAR, Krishi Bhawan, New Delhi-110001