



# भा. कृ. अनु. प. - केन्द्रीय कृषिरत महिला संस्थान, भुवनेश्वर

ICAR - CENTRAL INSTITUTE FOR WOMEN IN AGRICULTURE  
(ISO 9001:2008 Certified)

(भारतीय कृषि अनुसंधान परिषद)(Indian Council of Agricultural Research)

Plot No. 50-51, Mouza-Jokalandi, Post-Baramunda, Bhubaneswar - 751003, Odisha, INDIA

Phone : 0674-2387220, Fax : 0674-2387242, e-mail : director.ciwa@icar.gov.in, Web : <http://www.icar-ciwa.org.in>



**Ref : F. No. III-20032/01/18-Admn.(AFO), dated : December 22, 2018**

निम्नलिखित कार्यनिष्पादन हेतु अनुभव प्राप्त ठेकेदारों से दिनांक **14<sup>th</sup> January 2019** अपराह्न **14:00 hrs.** तक आनलाईन अल्पकालीन निविदायें आमंत्रित की जाती हैं। इच्छुक बोलीदाता website <http://www.icar-ciwa.org.in> / [www.eprocure.gov.in](http://www.eprocure.gov.in) से विनिर्देशों सहित टेंडर फार्म डाउनलोड कर ईएमडि के साथ व निर्धारित निविदा शुल्क के साथ आनलाईन जमा कर सकते हैं।

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING [AGRICULTURAL FIELD OPERATION SERVICES](#) AT ICAR - CENTRAL INSTITUTE FOR WOMEN IN AGRICULTURE, PLOT NO.50-51, MOUZA-JOKALANDI, BARAMUNDA POST, BHUBANESWAR 751 003 (ODISHA)**

1. Cost of Tender Form	₹1000/- (Rupees one thousand only) (Non-refundable) through online deposit mode (online transfer/RTGS/NEFT) in the account of ICAR-CIWA, Bhubaneswar (i.e., Name of the Account holder/Beneficiary : ICAR Unit-DRWA, Account Number-10478302130, IFSC code-SBIN0009027, Name of the Bank- State Bank of India, Priyadarshini Market Branch, Branch code- 9027). The proof of deposit should be invariably attached with the tender failing which tender shall be treated as invalid even though the amount is received in the Institute Account.
2. Date / Time of release of Tender through e-Procurement Portal	24 December 2018 at 10:00 hrs.
3. Bid Submission Start Date / Time through e-Procurement Portal	24 December 2018 at 10:00 hrs.
4. Bid Submission End Date / Time through e-Procurement Portal	14 January 2019 up to 14:00 hrs.
5. Opening of Tender (Technical Bid) Date / Time	15 January 2019 at 15:00 hrs.
6. Opening of Tender (Financial Bid) Date / Time	Date & Time will be informed through <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
7. The Tender document is also available at our web-site	<a href="http://www.icar-ciwa.org.in">www.icar-ciwa.org.in</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>

**NOTE:**

1. ICAR - CIWA may at its discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. 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.
3. Tender Documents can be downloaded from [www.icar-ciwa.org.in](http://www.icar-ciwa.org.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should enroll/ register in the e-procurement module of Central Public Procurement Portal through the website : [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should also possess a valid DSC for online submission of bids.
4. Bids received on e-tendering portal only will be considered. **Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
5. ICAR-CIWA reserves the right to accept/ reject any/ all tenders in part/full without assigning any reason thereof.
6. ICAR-CIWA will not be responsible for any delay in enrollment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website [www.eprocure.gov.in](http://www.eprocure.gov.in).
7. Any changes/ corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

प्रशासनिक अधिकारी

## **Instruction for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: [www.eprocure.gov.in](http://www.eprocure.gov.in).

### **REGISTRATION :**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (url : <https://eprocure.gov.in/eprocure/app>) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.
- Bidder then logs into the site through the secured login by entering their user ID / password and the password of the DSC / e Token.

### **SEARCHING FOR TENDER DOCUMENTS :**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / E-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS :**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' area available to them to upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS :**

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as 'Offline' to pay the tender fee / EMD as applicable and enter details of the instrument(s).
- Financial bids to be submitted in PDF format.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bid encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

**ASSISTANCE TO BIDDERS :**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**GENERAL INSTRUCTIONS TO THE BIDDERS :**

- The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC". Tenderers are advised to follow the instructions provided in the "Instructions to the Tenderers" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
- The successful bidder(s) will make the payment to their manpower in Direct Benefit Transfer (DBT) mode.
- Suitable replacement/ substitute must be provided during the absence of any services.
- The bill must be created against Institute GSTIN number and the bill along with all enclosures must be submitted immediately after depositing GSTIN of the concerned month.
- The agency should ensure the required break/ gap as per Govt. of India Rules to avoid legal complication in future.

**KIND ATTENTION: FOR TAKING ASSISTANCE, IF ANY**

**CPP Portal website: [www.eprocure.gov.in](http://www.eprocure.gov.in)**

**CPP Portal Help Desk Toll Free No.:1204200462**

**Mobile: 91+7878007972, 91+7878007973**

## SUBJECT : TENDER FOR "Job/ Work Contract for AGRICULTURAL FIELD OPERATION SERVICES

From :

**The Administrative Officer,**  
ICAR - Central Institute for Women in Agriculture,  
Plot No.50-51, Mouza-Jokalandi, Post-Baramunda,  
Bhubaneswar 751 003, Odisha, India.

Dear Sir (s),

1. E-tenders (in 2 bid system) are hereby invited on behalf of the Director, ICAR - Central Institute for Women in Agriculture, Bhubaneswar, for Job / Work Contract for AGRICULTURAL FIELD OPERATION SERVICES at ICAR - Central Institute for Women in Agriculture, Bhubaneswar - 751003. 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 tender 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 **₹ 75,000/- (Rupees seventy five thousand only)** must be deposited through online deposit mode (online transfer/RTGS/NEFT) in the account of ICAR-CIWA, Bhubaneswar (i.e., **Name of the Account holder/Beneficiary : ICAR Unit- DRWA, Account Number-10478302130, IFSC code-SBIN0009027, Name of the Bank- State Bank of India, Priyadarshini Market Branch, Branch code- 9027**). The proof of deposit should be invariably attached with the tender failing which tender shall be treated as invalid even though the amount is received in the Institute Account.. 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 tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. However, EMD is exempted for agencies registered with NSIC.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile 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 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 alongwith 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 further notice. The earnest money shall be 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 Institute / 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. E-tender should be submitted **not later than 14<sup>th</sup> January 2019 :: 14:00 hrs**
9. First, Technical bids will be opened and after evaluation of Technical bids in accordance with the qualifying criteria points as indicated in checklist, a list of firms qualified in Technical bids will be prepared and the date of opening of Financial bids will be intimated by mail/ fax/ phone. The Financial bids will be opened on the prescribed date and time in presence of the bidders who qualified in Technical bids; and only those firms will be considered for financial bid who will qualify in the Technical bid.
10. The rates quoted by each firm for "Job / Work Contract for AGRICULTURAL FIELD OPERATION SERVICES" 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 [The representative participating in tender opening must have proper photo id proof (AADHAAR, DRIVING LICENCE, VOTING CARD) & authority letter from the firm] if any may also be indicated. Please note that only one person will be allowed to participate in tender opening process.

11. 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.
12. **Security Deposit** : An amount of **₹ 3,50,000/- (Rupees three lakh and fifty thousand 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 Institute. In the event of non-deposition of the same, the earnest money will be forfeited and the award cancelled.
13. No interest on security deposit and earnest money deposit shall be paid by the ICAR-CIWA to the tenderer. The security deposit will be refunded on expiry of the contract the dues if any not settled by the agency will be recovered from the security deposit.
14. GST / Service Tax / any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR-CIWA will not entertain any claim what so ever in this respect. However, the Income taxes or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per the rules/ instructions made applicable from time to time by Government.
15. The Director, ICAR-CIWA, Bhubaneswar reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-CIWA, for any justifiable reasons, not mandatory to be communicated to the tenderer. The ICAR-CIWA does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part of the tenders you are however at liberty to tenders for the whole or any portion or to state in the tenders that the rate quoted shall apply only if the tenders are consider fully other conditionals tenders will not be accepted.
16. Decision of The Director, ICAR-CIWA 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 failure of the settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CIWA. The decision of the sole arbitrator so appointed shall be final and binding on the parties. The arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
17. Acceptance of Tender by the ICAR-CIWA will be communicated by e-mail/ 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 e-mail/ FAX/ Speed post etc., should be acted upon immediately. If the tenderer does not accept the offer after issue of letter of award of contract by ICAR-CIWA within the offer made shall be withdrawn and bid security will be forfeited.
18. **Qualification criteria** : The firm shall be having a minimum annual turnover of **₹40.00 lakhs** or above in the financial year (2016-17).
19. Only the technically found suitable firms would be called/ considered for opening the financial bids.
20. The defaulting contractors/ agencies whose services were terminated/ discontinued either by themselves/ this Institute or any other institute of government agency/ ICAR institutions on account of various lapses, need not to apply please and those who have been black listed by any Govt. department also need not to apply.
21. The following documents/ vouchers are to be enclosed and uploaded after duly signed and **scanned.pdf documents** with the tender form which are the terms and Conditions of the Tender Document :
  - a) Certificate of Registration of the firm & the license for operating Labour Services in Odisha as per applicable Rules/ Act.
  - b) Minimum annual turnover of the firm not less than **₹40.00 lakhs (Rupees forty lakhs only)** during the last financial year.
  - c) Three years work experience of the firm in providing Services (As per Schedule) in Central Govt. ICAR organization/ Quasi/ State Govt./ PSU/ University etc. provide the details in enclosed tabular form.
  - d) Certified Balance Sheet and Income Tax (IT) return of the firm for three year of the service contract by the Registered Chartered Accountants failing which tender is liable to be rejected. A copy of the PAN card may also be attached.
  - e) Duly certified copies of the satisfactory services/ performance where the Tenderer has provided the services during the last three years.
  - f) Employees EPF registration certificate issued by local Govt.etc.
  - g) Employees WCP/ESI registration certificate issued by localGovt.etc.
  - h) The contractor/ agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970.The contractor shall obtain the labour license under this Act within 30 days from the date of issue of the work order.
  - i) List of labours registered under WCP/ ESI & EPF should be closed separately. A Minimum of 50 labours of the Agency should be registered under WCP/ ESI & EPF. A documentary proof of latest vouchers/ challans is required to be attached.
  - j) GST / Service Tax registration certificate issued by state Govt. etc.
  - k) The firm must have solvency certificate for at least ₹30 lakhs from their bankers.

- l) The successful Tenderer will have to enter into a detailed contract agreement with ICAR-CIWA/ ICAR on non-judicial stamp paper of 100/- (Rupees One hundred only).
- m) Only those firms will be considered for financial bid who will qualify in the technical bid.
- n) Copy of at least three work orders.
- o) Whether the firm has any legal suit/ criminal case pending against it for violation of PF/ WCP/ ESI, Minimum Wages Act or other law(give details). The firm/ agency must enclose a certificate indicating that there is no criminal/ legal suit pending or contemplated against it & affidavit of non-blacklisting on non-judicial stamp paper of Rs. 50/- or more.
- p) Valid Private Security Agency Licence from Home Department specifically in the name of the agency, where watch and ward service is involved.

Yours faithfully,

**Administrative Officer**  
**For and on behalf of the Director,**  
**ICAR - Central Institute for Women in Agriculture,**  
Plot No.50-51, Mouza-Jokalandi, Post-Baramunda,  
Bhubaneswar 751 003 (Odisha)

**TENDER FOR ANNUAL RATE / WORK CONTRACT FOR PROVIDING AGRICULTURAL FIELD OPERATION SERVICES AT ICAR - CENTRAL INSTITUTE FOR WOMEN IN AGRICULTURE, PLOT NO.50-51, MOUZA-JOKALANDI, POST-BARAMUNDA, BHUBANESWAR 751 003, ODISHA**

Full Name of the tenderer	
Address:-	
Telephone No.	
Email:	

To  
ICAR - Central Institute for Women in Agriculture,  
Plot No.50-51, Mouza-Jokalandi, Post-Baramunda,  
Bhubaneswar 751 003, Odisha, India

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions for **Annual Rate/ Work Contract for PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING AGRICULTURAL FIELD OPERATION SERVICES** at ICAR - Central Institute for Women in Agriculture, Plot no.50-51, Mouza-jokalandi, Baramunda Post, Bhubaneswar 751 003 and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule attached "I" and "II" 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 despatched within the prescribed time.

2. I/we have understood the 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 and II** to accompany this tender are at page Nos.\_\_\_\_\_.

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

5. Pay Order/Demand Draft No.\_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in favour of ICAR Unit-CIWA and payable at SBI, Priyadarshini Market Branch, Bhubaneswar is enclosed as earnest money as required.

Signature & Seal of Tenderer with date\_\_\_\_\_

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	
	a) Indian Companies Act 1956	
	b) Indian Partnership Act,1932: (please give names of partners)	
	c) Any other Act, if not, the owner	
4	For partnership firms whether registered under 'The Indian Partnership Act,1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	
	ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute condemning business of the partnership to arbitration.	
	iii) If answer to (i)or(ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	
5	Name and Full Address of tenderers Bankers	
6	Your Permanent Income Tax No. / Circle / Ward	
7	Any other relevant information	

All the above information of Part I of schedule I must be accompanied with the certified copies of the documents, failing which the quotation will be liable to be rejected.



**Part-II**

<b>1</b>	<b>Earnest Money Deposited ?</b>	<b>Yes / No</b>
<b>A</b>	Demand Draft number with date and <b>Bank drawn on.</b>	
<b>2</b>	Detail of cost of tender form deposited (where tender form has been downloaded from the website)	

**Part-III**

<b>1</b>	Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders.	
<b>2</b>	Name of the permanent representative visiting CIWA regarding the contract	
Dated:- _____ Place:- _____		
		Authorized Signatory

Please add supplementary pages to be numbered wherever needed .

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF PROVIDING THE JOB WORK CONTRACT FOR PROVIDING AGRICULTURAL FIELD OPERATION SERVICES FOR A PERIOD OF ONE YEAR, AT ICAR - CENTRAL INSTITUTE FOR WOMEN IN AGRICULTURE, PLOT NO.50-51, MOUZA-JOKALANDI, POST-BARAMUNDA, BHUBANESWAR 751 003, (ODISHA) AND EXTENDABLE TO FURTHER ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE**

**SCOPE OF WORK :**

The details of service requirements and duties to be performed may be assessed by the service providing agencies in consultation with the Authorised personnel at ICAR-CIWA, Bhubaneswar.

Work Contract for **AGRICULTURAL FIELD OPERATION SERVICES** on outsourcing basis :

Sl. No.	Details Scope/ Item of work	Unit Measurement (unit/day)
1.	General crop cultivation viz., Field layout/ land preparation, bund & channel making, sowing, seed treatment, transplanting" planting, weeding, intercultural operation, irrigation, bund & channel making, plant protection, spraying, fertilizer & manure application, bird scaring, plucking, harvesting, threshing, grading, cleaning, winnowing, loading- unloading produce, NADEP Pits, etc.	0.50 acre/ day
2.	Orchard management viz., basin preparation, pruning, fertilizer and manure application, irrigation, pasting, harvesting, etc.	0.50 acre/ day
3.	Vegetable/Spices production activities viz., land preparation, field layout/bund and channel making, sowing, seed treatment, transplanting, planting, weeding, intercultural operations, irrigation, plant protection, spraying, fertilizer applications, irrigation, plant protection, spraying, fertilizer application, plucking, harvesting etc.	0.50 acre/ day
4.	Maintenance and upkeep of aquaculture ponds and fisheries tanks	0.50 acre/ day
5.	Operations in Farm Machinery Workshop including minor fabrication, welding etc. of Agricultural implements.	1 unit/ day
6.	Assistance/Support in the operations in Farm Machinery Workshop including minor fabrication, welding etc. of Agricultural implements.	1 unit/ day
7.	Feeding and management of birds including feed preparation, feed weighing, daily feeding, measuring body weights, egg collection, vaccination etc. approximately up to 200 birds.	1 unit/ day
8.	Field activities in Vermicompost units viz., Carrying cow dung, watering and overturning of cow dung.	90 m <sup>2</sup> / day
9.	Grafting/Budding/Gooty in Fruits and Ornamental Crops (skilled)	1 unit/ day/100 Plants
10.	Fruit harvest , cutting of old branches and cleaning of dead inflorescences of plants of height more than 15ft. (skilled)	1 unit/ day/10 Plants

Interested parties may visit the campus and verify the quantity during working hours with prior permission, before quoting the rates.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. All works to be carried out and services to be provided as per the details given in Schedule-II are on Job contract basis and not on man-days basis. The bidders are hereby instructed to quote lump-sum amount per month on job / work/ service basis for the entire work.
2. The number of manpower units mentioned in Schedule-II is approximate and minimum. However, total number of manpower units to be engaged by the Contractor shall not be less than the equivalent manpower units under various categories indicated in the scope of work(Schedule-II).
3. **PAYMENT OF MINIMUM WAGES :**
  - (a) The contractor has to pay their workers minimum wages (Applicable to Agriculture Sector) with all statutory benefits like EPF, WCP/ESI, and Bonus as per the notification issued by Labour Commissioner, Ministry of Labour, Govt. of India.
  - (b) Whenever there is increase in the minimum wages and other statutory benefits like EPF, ESIC, Bonus, etc. as per the notification issued by Labour Commissioner, Ministry of Labour, Govt. of India, the same has to be strictly implemented and the contractor has to pay his workers the enhanced wages and other statutory benefits accordingly. However, the approved monthly lump-sum amount will not be increased by the institute during the Contract Period.
4. **EPF AND WCP/ESI ISSUES:**
  - The successful Agency/ Contractor has to open EPF and WCP/ESI Accounts of his workmen employed for works to be executed in the ICAR-CIWA premises within a month of commencement of the work. Monthly bill must be accompanied with Challans/ vouchers in support of the payment of EPF & WCP/ESI contributions.
  - The details of EPF and WCP/ESI Accounts should be provided to the every Workmen engaged by the Agency/ Contractor. Details of monthly updates of EPF & WCP/ESI Accounts of workmen along with supporting vouchers/ challans should be provided to both the workmen and the institute.
  - Vouchers/ Challans in support of payment of EPF & WCP/ESI contributions must be enclosed along with monthly bill, failing which the bill shall not be passed. Non-deposition of EPF & WCP/ESI contributions will lead to termination of contract.
  - Immediately after signing the Agreement, the Agency/ Contractor has to provide the Institute the list of workers engaged along with all details of EPF and WCP/ESI Account number.
5. All works and services are to be carried on all days of the month excluding Sundays (Weekly Off)/ National Holidays and one labour should not be allowed to work more than 26 days in a month. However, contractor has to pay for the holidays to the staff.
6. Since the present tender is not based on the manpower or mandays, the tenderers should quote the consolidated lump-sum amount per month considering the manpower units required to execute various works or providing services as reflected in Schedule-II.
7. The contractor has to maintain all Relevant Registers – Salary register, overtime register, attendance register, etc. as per the prevailing labour laws. All these registers must be available with the Supervisor deployed by the contractor, which can be verified by the Administrative Officer of the Institute periodically.
8. The personnel provided shall be under direct control and supervision of the Contractor/ Agency. However, the Contractor shall comply with all instructions given to him by the authorized Officer of the Institute, from time to time. The Staff of the Contractor must bound by office timing, duty, placement, locations, and maintaining discipline in the Institute's premises.
9. The Contractor/ Agency should not give lenient or casual impressions in duties. They should be always alert and attentive. The Contractor/ Agency shall be solely and fully responsible for carelessness and negligent attitude of his staff/ supervisors towards assigned work/ job. In case of any loss, theft, damage to the life and property of the institute and its employees due to carelessness and inattentiveness attitude of his staff/supervisor, the Contractor/ Agency shall compensated the amount of loss or damages.
10. The Contractor shall issue duly signed and numbered Photo Identity Card (i.e. ID card) to his Staff/ supervisor deployed in the premises of the Institute. All his Staff/ Supervisors must wear the ID cards while they are on duty.
11. Payment to the workers should be made either by RTGS method or by Crossed cheque/ cash in presence of the concerned officers of ICAR-CIWA, Bhubaneswar.
12. The contractor should abide by all prevailing labour laws including providing medical facilities to his workers. ICAR-CIWA shall not be responsible in such matters.
13. Every endeavor has been made to make this document simpler and clear. Every information related to the job is mentioned. However, if any clarification is required, the bidders may ask the same in writing to the Officer-in-Charge or the same may be got clarified in pre-bid meeting.
14. This agreement shall come into force w.e.f. the date of entering into contract and will remain in force for a period for one year but can be terminated by ICAR-CIWA, Bhubaneswar 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.

**CHECK LIST FOR EVALUATION OF TECHNICAL BID****(to be filled, signed, scanned and uploaded with corresponding records, online)**

Sl. No.	Parameters	Particulars	Reference Page no.
1.	Registration certificate of the firm under the work contract of the Central Govt. /State Govt.		
2.	Minimum turnover of the firm not less than <b>₹ 40.00 lakhs (Rupees forty lakhs)</b> during the last financial year		
3.	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' provide the details in enclosed tabular form.		
4.	Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant		
5.	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years		
6.	Employee EPF registration certificate issued by local govt. etc		
7.	Employee ESI registration certificate issued by local govt. etc		
8.	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.		
9.	Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos.(Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.		
10.	Service tax registration certificate issued by Govt. etc.		
11.	Solvency Certificate for at least Rs. 30 lakhs from Banker		
12.	Constitution of the Firm/Agency		
	a. Indian Companies Act 1956		
	b. Indian Partnership Act,1932: (please give names of partners)		
	c. Any other Act, if not, the owner		
	(i)For partnership firms whether registered under 'The Indian Partnership Act,1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.		
	(ii)If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.		
	iii) If answer to (i)or(ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.		
13.	Name and Full Address of their Bankers		
14.	Balance sheet of last financial year attached?		
15.	Registration Number of the firm		
16.	ESI No. of Firm		

17.	EPF No. of Firm		
18.	Registration No. under Contract Act/ labour department		
19.	Service Tax Registration no. of the firm		
20.	PAN Number (PAN card copy)		
21.	Experience in no. of years(Name and address of client departments may be indicated with copies of work orders/ experience certificate)		
22.	Turnover of last financial year. ( Certified copy of Balance Sheet/ Bank certificate / Chartered Accountant certificate be attached)		
23.	Number of workers registered under ESI & EPF (print out from the ESI & EPF website)		
24.	Detail of the EMD		
25.	EMD Submitted		
26.	Tender Fee Submitted		

**Details of the Minimum 3 (Three) 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)

## **TERMS & CONDITIONS:**

1. The **AGRICULTURAL FIELD OPERATION 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 ICAR-CIWA.
3. The Director, reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director. shall be final and binding on the Contractor/Agency in respect of clause 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
  - a. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR-CIWA for the purpose. All complaints should be immediately attended to by the Agency.
  - b. Uniform with colour specifications and pattern approved by ICAR-CIWA 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.
6. The agreement is terminable with one month notice on either Side.
7. The contractor shall not sublet the work.
8. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded
9. The selected agency shall provide the necessary personnel for at ICAR-CIWA as per labour acts prevalent in Bhubaneswar. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the Institute/ CIWA, the Institute/ CIWA 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
10. The persons so provided by the agency under this contract will not be the employee of the Institute/ CIWA and there will be no employer-employee relationship between the Institute/ CIWA and the person so engaged by the contractor in the aforesaid services.
11. Payment for service contract will be made monthly upon submission of pre-receipted bill.
12. After physical inspection of the site, a very detailed assessment/ requirements of personnel for providing **AGRICULTURAL FIELD OPERATION SERVICES** at **ICAR - Central Institute for Women in Agriculture**, Plot no.50-51, mouza-jokalandi, Baramunda Post, Bhubaneswar 751 003 (Odisha) shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should **not be proposed only on the basis of manpower** to be deployed under the contract. **No request for alteration in the rates once quoted will be permitted within contract.**
13. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost, supervision charges and taxes etc. The ICAR-CIWA/ ICAR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
14. 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 Institute/ CIWA 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, ICAR-CIWA shall be final and binding on the contractor.
15. Maximum number of Ex-Servicemen should be deployed.
16. Income Tax will be deducted from the payments due for the work done as per rule.
17. The security personnel on duty should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
18. Changing of Supervisor/Staff should be intimated to the Caretaker.
19. The Contractor must employ adult labour only Employment of child labour may lead to the termination of the Contract.
20. 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.
21. Risk Clause: ICAR-CIWA 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 Performance Security or pending bills or by rising a separate claim.

## **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 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 ICAR-CIWA 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, ICAR-CIWA, Bhubaneswar reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, ICAR-CIWA, Bhubaneswar shall be final and binding on the contractor/ agency in respect of any clause covered under the Contract.

## ANNEXURE C : TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To  
The Director  
ICAR - Central Institute for Women in Agriculture,  
Plot No.50-51, Mouza-Jokalandi, Post-Baramunda,  
Bhubaneswar-751003, Odisha, India

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely : [www.icar-ciwa.org.in](http://www.icar-ciwa.org.in) / [www.eprocure.gov.in](http://www.eprocure.gov.in), etc.; as per your NIT / advertisement, given in the above-mentioned website(s).
2. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(S) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/ Public sector undertaking.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,  
Authorized Signatory

(Signature of the Bidder, with Official Seal)

Email id for correspondence :

**CERTIFICATE ABOUT NON BLACKLISTING**

(On non-judicial stamp paper worth ₹50/- or more)

We.....(name of the firm) on this date of ..... 2017 do hereby certify that our company / firm has not been blacklisted by any Government Department/ Government Educational Institutions/ Research Institutes during the last three years.

Authorized signatory of Bidder with Seal

Name.....

Designation.....

**Place :**

**Date :**

**Witness:**     **1** .....

**2** .....



## FINANCIAL BID FORMAT FOR REFERENCE ONLY

(This financial bid to be filled online in "BOQ\_xxxxx" in Excel format and submitted at CPPP)

**NOT TO BE SUBMITTED WITH TECHNICAL BID**

Sl. No.	Details Scope/ Item of work	Unit Measurement (unit/day)	Rate inclusive of all charges and taxes
1.	General crop cultivation viz., Field layout/ land preparation, bund & channel making, sowing, seed treatment, transplanting" planting, weeding, intercultural operation, irrigation, bund & channel making, plant protection, spraying, fertilizer & manure application, bird scaring, plucking, harvesting, threshing, grading, cleaning, winnowing, loading-unloading produce, NADEP Pits, etc.	0.50 acre/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
2.	Orchard management viz., basin preparation, pruning, fertilizer and manure application, irrigation, pasting, harvesting, etc.	0.50 acre/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
3.	Vegetable/Spices production activities viz., land preparation, field layout/bund and channel making, sowing, seed treatment, transplanting, planting, weeding, intercultural operations, irrigation, plant protection, spraying, fertilizer applications, irrigation, plant protection, spraying, fertilizer application, plucking, harvesting etc.	0.50 acre/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
4.	Maintenance and upkeep of aquaculture ponds and fisheries tanks	0.50 acre/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
5.	Operations in Farm Machinery Workshop including minor fabrication, welding etc. of Agricultural implements.	1 unit/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
6.	Assistance/Support in the operations in Farm Machinery Workshop including minor fabrication, welding etc. of Agricultural implements.	1 unit/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
7.	Feeding and management of birds including feed preparation, feed weighing, daily feeding, measuring body weights, egg collection, vaccination etc. approximately up to 200 birds.	1 unit/ day	TO BE FILLED ONLINE IN THE BOQ file in excel format
8.	Field activities in Vermicompost units viz., Carrying cow dung, watering and overturning of cow dung.	90 m <sup>2</sup> / day	TO BE FILLED ONLINE IN THE BOQ file in excel format
9.	Grafting/Budding/Gooty in Fruits and Ornamental Crops (skilled)	1 unit/ day/100 Plants	TO BE FILLED ONLINE IN THE BOQ file in excel format
10.	Fruit harvest , cutting of old branches and cleaning of dead inflorescences of plants of height more than 15ft. (skilled)	1 unit/ day/10 Plants	TO BE FILLED ONLINE IN THE BOQ file in excel format

<b>Note :</b>	
1.	The rates to be quoted including cost of each and every item including transportation cost, supervision charges, manpower cost and taxes etc. ICAR-CIWA shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc. beyond the consolidated rates mentioned here by the Agency. Service Tax / GST, if any shall be quoted separately.
2.	All rates shall be calculated on the basis of Central Government rates applicable to Place of duty under contract as on last date of receipt of bids.
3.	Bids quoting with 'Nil' service charges shall be treated as non responsive and will not be considered. The technically qualified bids will be considered for opening of respective financial bids. The financial bids which have a total quoted price lesser than the estimated price (considering all statutory obligations during the period of contract including Minimum wages, EPF & ESI Contributions and other statutory payments) shall be deemed to be invalid and shall not be considered. The lowest quoted rate among the valid financial bids will be awarded the Contract, subject to fulfillment of all the codal formalities as per rules.

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at (place) on (month/year) ..... day of between.. . . . . (Institute).. . . . . (hereinafter called Institute) 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 (Institute) has decided to assign the annual job work contract for providing (nature of job) :..... at (Name of the Instts.) , (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 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 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 Institute 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 (name of the Instt.) 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 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, E.P.F., E.S.I. & 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 admissible to regular employees in the office of ..... (name of the 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. 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 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 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 organization.
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 ₹500/- 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 ₹500/- per worker per day will be deducted from the bill.

The decision of (competent authority in the Instt.) 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 Institute)

Witness:-

- 1.
- 2.