



भा.कृ.अनु.प. – केन्द्रीय कृषिरत महिला संस्थान, भुवनेश्वर
ICAR - CENTRAL INSTITUTE FOR WOMEN IN AGRICULTURE
(ISO 9001:2015 Certified)

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फा. सं. III-20045/01/22-प्रशा. /183

दिनांक : 02/06/2025

To
M/s. MAA SUBARNAMUKHI MANPOWER SERVICES
First Floor, Plot no. – 662/2901
Raghunathpur, Nandankanan Road,
Bhubaneswar,
Khordha - 751024

विषय:- Award of Annual Contract for Manpower outsourcing for providing various Agricultural /
Farm operation works at ICAR-CIWA, Bhubaneswar - के सम्बंध मे

संदर्भ:- GEM/2025/B/6154961 dated 23/04/2025

महोदया/महोदय,

With reference to the above, the Director, ICAR-Central Institute for Women in Agriculture (CIWA), Bhubaneswar, is pleased to approve the rates quoted by you for the Annual Rate Contract for Manpower outsourcing for providing various Agricultural/Farm operation works at ICAR-CIWA, Bhubaneswar, for a period of one (01) year with effect from the date of entering into the agreement, subject to the following terms and conditions:

General Terms & Conditions

1. Execution of the work will be done as per the requirement received from the concerned indenter from time to time throughout the contract period by issuing Indent Execution Order (IEO) on a monthly basis and payment will be made after satisfactorily completion of the work as per the IEO/agreement/tender
2. Acceptance by the Institute will be communicated by E-mail/FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tender(s) will be forwarded as soon as possible, but the earlier instructions in the E-mail/FAX/Telegram/ Express letter etc. should be acted upon immediately. If the Contractor/Agency/Firm(s) does not accept the offer after issue of letter of award of contract by ICAR-CIWA within seven days, the offer made shall be withdrawn and EMD will be forfeited
3. The successful Contractor/Agency/Firm(s) will have to deposit **3% of the total Annual Estimated Contract Value as Security Deposit** within **seven** days of issue of the work order/before issue of IEO. The Security Deposit will be kept by the office and the same will be refunded after satisfactory completion of the contract period and on receipt of written request.
4. The Contractor/Agency/Firm(s) shall not sublet the work without prior written permission of the Director, ICAR-CIWA, Bhubaneswar.
5. The Contractor/Agency/Firm(s) or his/her workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.

6. The Contractor/Agency/Firm(s) must supply workers who are suitably skilled in the respective agriculture operation works and do not resort to damage the research farm at any time.
7. The Contractor/Agency/Firm(s) has/have to provide required job workers to carry out the job satisfactorily as per the schedule of work/IEO.

Penalty

1. During the (operation) subsisting of the contract period, if the Contractor/Agency/Firm(s) fails to provide required manpower in time as per the requirement of the indenter, **10% of the Work Order/IEO/Bill amount per day will be deducted** from the bill based on the certificate given by the Indenter. The Contractor/Agency/Firm(s) will have to make monthly payment to their workers, even though payment is not received from ICAR-CIWA, due to any reason. There should not be any linkage between payment to their workers and the release of bill amount from the Institute (ICAR-CIWA).

Payment of Wages and Statutory Dues

1. The Minimum rate of wages as prescribed by Central Labour Commissioner (Central) from time to time should be followed by the Contractor/Agency/Firm(s). The Contractor/Agency/ Firm(s) has/have to pay the minimum wages (Central) as fixed from time to time to its workers at the work place positively by 7th of every month.
2. The payment register of the Contractor/Agency/Firm(s) is/are to be duly certified and signed by the Authorized nominee of ICAR-CIWA. The Payment register duly certified and signed should be submitted every month for verification. A copy of the same should also be enclosed with the bills for effecting payment.
3. GST or any other Tax applicable or made applicable in respect of this contract, shall be payable by Contractor/Agency/Firm(s) and ICAR-CIWA will not entertain any claim whatsoever in this respect.
4. The Contractor/Agency/Firm(s) should make payment to its workers regularly following the specified norms by different Govt. Organizations.
5. The records, muster roll, wage register, wage payment bank receipt, etc. as per the requirements of Labour Enforcement Officer must be maintained by the Contractor/Agency/Firm(s). Any deviation or irregularity in maintenance of records or observance of Contract Labour (R&A) Act brought to the notice of the Director, ICAR-CIWA by the Labour Department would be treated as lapse on the part of the Contractor/Agency/Firm(s) and the contract would be terminated forthwith.
6. All liabilities in respect of statutory obligations on account of various laws/acts of the Central/State like Labour contract Act, EPF Act and Minimum Wages Act that may be applicable to carry out the contract works shall be borne by the Contractor/Agency/Firm(s). The liabilities of CIWA will be limited to the payment to the Contractor/Agency/Firm(s) as per the quotation. The Director, CIWA has no liability towards the employment of the manpower/workers provided by the Contractor/Agency/Firm(s).
7. Payment for service contract will be made upon submission of pre-receipted bill(s) as per IEO and duly certified by the concerned indenter & submission of all supporting documents as per tender/agreement.
8. Income Tax will be deducted from the payments due for the work done as per rule.

9. Payment to the workers should be made either by RTGS or e-payment method only **before/on 7th of every month.** After making payment, the Contractor/Agency/Firm(s) shall raise the bill before ICAR – CIWA for payment of the settled amount. They will also submit the copy of the payment vouchers duly signed by the workers for each month along with the copies of statutory dues for effecting payment.
10. In case of default in wage payments and Statutory obligations by the Outsourcing agencies/or complaints received from the outsourced workers of such nature, suitable penal action may be taken against the Outsourcing Contractors including termination, blacklisting, etc. Once the outsourced contractors are terminated/blacklisted on account of default in payment to contractual workers only, ICAR-CIWA being the principal employer shall ensure that the wage and other statutory benefits which the contractual workers are entitled to, is paid to them, as per the provisioning applicable labour laws.
11. As per the Section 21 (4) of the Contract Labour (Abolition & Regulation) Act-1970, wages may be paid by ICAR-CIWA on the behalf of defaulting contractor to the workers engaged based on biometric attendance records maintained in the office. Also, EPF & ESI contributions deducted from the wages of workers engaged by the contractor along with the employer EPF contribution reimbursed by the institute should be remitted to the Jurisdictional EPFO office as per EPFO guidelines/procedures in the matter.
12. No change / revision whatsoever in service charges once quoted shall be admissible during the tenure of tender / ARC, as extended time to time, under any circumstances.

Responsibilities of Contractor/Agency:

1. The workers of the Contractor/Agency/Firm(s) shall not claim any benefit / compensation / regularization / absorption in service at the ICAR-CIWA under the provision of Industrial Dispute Act, 1947 or Contract Labour (R&A) Act, 1970 etc.
2. Undertaking from the workers to this effect shall be obtained and required to be submitted to ICAR-CIWA by the Contractor/Agency/Firm(s).
3. The worker of the Contractor/Agency/Firm(s) shall not take part in any agitation activities inside the campus/premises of this Institute.
4. The selected agency shall provide the work man preferably within age group of 18 to 60 years and should be of good fitness, sound health and having well knowledge of carrying out the Agriculture / Farm Operation Works.
5. Immediately after signing the Agreement, the Contractor/Agency/Firm(s) has to provide the Institute, the list of workers engaged along with all details of EPF and WCP/ESI Account number.
6. 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/Agency/Firm(s) has to pay for the holidays to the staff as per rules.
7. The contractor has to maintain all relevant registers Salary/Wages 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/Agency/Firm(s), which can be verified by the indenting officers of the Institute periodically.
8. The awarded agency/contractor shall be responsible for maintaining facial biometric-based attendance records for all personnel engaged under this contract. All personnel must be registered in the biometric system at least one day prior to commencing work. Additionally, the agency/contractor shall pay a monthly rental

- fee to the Institute—amount as determined by the competent authority—for the use of the biometric device provided by the Institute.
9. The personnel provided shall be under direct control and supervision of the Contractor/Agency/Firm(s). However, the Contractor/Agency/Firm(s) shall comply with all instructions given to them by the authorized Officer of the Institute from time to time. The Staff of the Contractor/Agency/Firm(s) must be bound by office timing, duty, placement, locations and maintaining discipline in the Institute's premises.
 10. The Contractor/Agency/Firm(s) shall be solely and fully responsible for carelessness and negligent attitude of their staff/supervisors towards assigned work/job. In case of any loss, theft, damage to the life and property of the institute and its employees/workers due to carelessness and inattentiveness attitude of their staff/ supervisor, the Contractor/Agency/Firm(s) shall compensate the amount of loss or damages as assessed by the Institute and binding on the Contractor/Agency/Firm(s).
 11. The Contractor/Agency/Firm(s) shall issue duly signed and numbered Photo Identity Card (i.e.ID card) to their Staff/ supervisor deployed in the premises of the Institute. All their Staff/ Supervisors must wear ID cards, while they are on duty.
 12. At the start of new contract, all the workers deployed by the Outsourcing agencies should be disseminated information with respect to their entitlement, their responsibilities, wage details and Grievance Redressal Mechanism by the Contractor/Institute to increase awareness of the workers and to have a transparent system.
 13. A contractor shall not charge or collect any fee for engaging or employing workers for their deployment. Any such activity will amount to violation of the terms of the contract and the principal employer will be free to take appropriate action against the contractor as per applicable laws, rules and policies in this regard which may include termination of the contract, blacklisting of the contractor, etc.
 14. Outsourcing agency shall ensure that ICAR-CIWA premises is not being utilized in any manner for conduct of any activity other than official work relating to ICAR-CIWA during the currency of the contract.
 15. The contractor/agency shall mandatorily ensure that all workers employed under their supervision provide duly filled and signed bank mandate forms including the workers' bank account details, such as account number, IFSC code, and other necessary information. The contractor/agency shall submit these forms to the ICAR-CIWA before the commencement of the workers' services.
 16. The Contractor/Agency/Firm(s) should abide by all prevailing labour laws including providing medical facilities to their workers. ICAR-CIWA shall not be responsible in such matters.

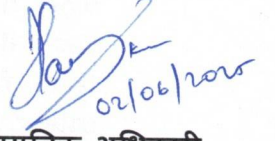
Miscellaneous:

1. In case of violation of any provision of labour laws, rules and regulations thereof governing the field, the ICAR-CIWA will not be responsible for fault of the Contractor/Agency/Firm(s).
2. The selected bidders are required to submit the original certificates for verification before issue of LOI/any time during the tender period, if so desired by the Competent Authority of ICAR-CIWA.
3. The staff provided should maintain secrecy and discipline in the premises of Institute
4. Punctuality, sincerity, promptness and efficiency of the workers shall be considered as essence of the Contractor/Agency/Firm(s) and it is therefore hereby expressly provided and declared that **"The Director, ICAR-CIWA has no liability towards the employment of the manpower/labourers provided and engaged by the Contractor/Agency/Firm(s)".**

5. The persons so provided by the Contractor/Agency/Firm(s) under this contract will not be the employee of the ICAR-CIWA and there will be no employer-employee relationship between the ICAR-CIWA and the person so engaged by the Contractor/Agency/Firm(s) in the aforesaid services/under this contract.
6. The Contractor/Agency/Firm(s) 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/Agency/Firm(s) shall indemnify and keep indemnified the ICAR-CIWA, Bhubaneswar 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/acts. In case of any dispute, the decision of the Director, ICAR-CIWA, Bhubaneswar shall be final and binding on the Contractor/Agency/Firm(s).
7. The Contractor must engage adult labourers only. Engagement of child labour is strictly prohibited and will lead to termination of the Contract.
8. Any damages to institute property or theft by the workers/supervisors of the Contractor/Agency/Firm(s) during execution of the work, the cost of the losses incurred is to be borne by the Contractor/Agency/Firm(s) as assessed and fixed by the Competent Authority, ICAR-CIWA, Bhubaneswar binding on the Contractor/Agency/Firm(s).
9. 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 ICAR-CIWA for any justifiable reasons, not mandatory to be communicated to the Contractor/Agency/Firm(s).
10. 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 & Conciliation Act, 1996. The seat of Arbitration will be Bhubaneswar and language will be English. Laws of India will be applicable.
11. On termination/expiry of the contract of the agency, ICAR-CIWA would not be responsible for the re-employment of the workers.
12. **Risk Clause:** ICAR-CIWA, Bhubaneswar reserves the right to discontinue the manpower outsourcing contract 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 Contractor/Agency/Firm(s) at the risk and cost of current Contractor/Agency/Firm(s) and excess expenditure incurred on account of this will be recovered from security deposit or pending bills or by raising a separate claim.

If you agree to the aforementioned terms and conditions, you are requested to submit a contract agreement on a stamp paper of Rs.50 or higher and deposit an amount of Rs.2,00,000 as a performance security deposit.

सधन्यवाद



प्रशासनिक अधिकारी
Administrative Officer

प्रतिलिपि:-

1. The OIC (Experimental Farm Unit), ICAR-CIWA, Bhubaneswar
2. Finance & Accounts Officer), ICAR-CIWA, Bhubaneswar
3. The Vigilance Officer, ICAR-CIWA, Bhubaneswar
4. The DDO, ICAR-CIWA, Bhubaneswar
5. The Private Secretary to Director, ICAR-CIWA, Bhubaneswar
6. Website/Guard File