

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT
RESEARCH
GOREGAON (EAST), MUMBAI**

TENDER DOCUMENT

FOR

Annual Service Contract for Fire Alarm System at IGIDR Campus

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (EAST), MUMBAI-400065.

TELEPHONE: 022 2841 6200/560/507. FAX: 022 28416399.

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

Notice Inviting Quotation

“NAME OF THE WORK: “**Annual Service Contract for Fire Alarm System in the Institute’s Campus**” at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. REGISTRAR, IGIDR MUMBAI invites bids from firms/contractors of repute and authorized for the following work:

Name of work	Estimated Contract Value (Rs.)	EMD (Rs.)	Period of Contract
(1)	(2)	(3)	(4)
Annual Service Contract for Fire Alarm System at IGIDR Campus	Rs. 3,75,000/- (All inclusive)	Rs. 7500/-	1st April 2019 To 31st March 2020

The sealed tenders are being invited for the above mentioned work. IGIDR MUMBAI reserves its right to award the work to the successful bidder.

2. Applicant has to deposit Earnest Money of Rs. 7,500/- (Rupees Seven thousand Five Hundred only) in the form of Demand Draft/ Pay order drawn in favour of “The Registrar, INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI should be enclosed in the separate envelope submitted along with Pre-qualification bid envelope. Bank guarantee is also accepted.

3. The Tender documents in sealed envelope, supported by prescribed annexure; Pre-qualification bid & financial bid shall be placed in separate sealed envelopes each marked as “**Envelope-1: EMD & Qualification Bid**” & “**Envelope-2: Financial bid**” respectively. All envelopes shall be submitted together in another sealed envelope superscripted as “**Tender for Annual Service Contract for Fire Alarm System at IGIDR Campus**”. The bids will be received up to **2:00 PM on 15th February 2019** Each copy of the tender document under their full signature whether it is original or duplicate copy. A duplicate copy of tender has to be submitted too along with the main tender. No tender will be accepted after 2:00 PM on 15th February 2019 under any circumstances whatsoever.

4. The envelopes Marked “EMD & Pre-qualification Bid” shall be opened by REGISTRAR or his authorized representative in his office on the same day at 3:00 PM. Financial bid will be opened for the Pre-qualified bidders only. The date of opening of price bid shall be informed by institute later on.

5. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

6. Before quoting the rates contractor should inspect the site and understand themselves about the nature and scope of the work.

REGISTRAR

SECTION 'A'

Letter of Offer

Date _____

The Registrar,

Indira Gandhi Institute of Development Research,

Gen. A.K. Vaidya Marg, Film city Road,

Goregaon (East), Mumbai- 400065.

Subject: Tender for ASC of Fire Alarm System

Reference: Tender Advertisement No. dated

Dear Sir,

With respect to your above mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited a sum of Rupees Seven Thousand Five Hundred only as an earnest money to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

Signature

Name & seal of Contracting

agency/firm/company

SECTION 'B'
GENERAL INSTRUCTIONS TO BIDDERS

Sealed Tender bids in duplicate should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065 (By name) and superscripted ~ **“Tender for Annual Service Contract for Fire Alarm System at IGIDR Campus” at IGIDR, Goregaon (E), Mumbai-400065.**

1. Applicant has to deposit Earnest Money of Rs. 7,500/- (Rupees Seven Thousand Five Hundred only) in the form of Demand Draft/Pay order drawn in favour of “The Registrar, INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI should be enclosed in the separate envelope submitted along with Pre-qualification bid envelope. Bank guarantee is also accepted.
2. The sealed Tender bids in two bid system, supported by prescribed annexure; Pre-qualification bid & financial bid shall be placed in separate sealed envelopes each marked as **“Envelope-1: EMD & Pre-qualification Bid” & “Envelope-2: Financial bid”** respectively. All envelopes shall be submitted together in another sealed envelope superscripted as **“Tender for Annual Service Contract for Fire Alarm System at IGIDR Campus”**. The bids will be received up to **2:00 PM on 15th February 2019** Each copy of the tender document under their full signature whether it is original or duplicate copy. A duplicate copy of tender has to be submitted too along with the main tender. No tender will be accepted after 2:00 PM on 15th February 2019 under any circumstances whatsoever.
3. The tender bid shall be submitted in a sealed envelope duly filled signed and stamped on each page. The tender shall be submitted in the office of the Registrar Indira Gandhi Institute of Development Research on or before 2:00 pm on the stipulated date and will be opened on the day at the office of Registrar Indira Gandhi Institute of Development Research, Goregaon, Mumbai. The vendor/contractor or their representatives shall choose to remain present at the time if they so desire.
4. The envelopes Marked “EMD & Pre-qualification Bid” shall be opened by REGISTRAR or his authorized representative in his office on the same day at 3:00 PM. Financial bid will be opened for the Pre-qualified bidders only. The date of opening of price bid shall be informed by institute later on.
5. Tender bid shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
6. The vendor/contractor must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.

7. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
8. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the Quotation must be attested by initials of the vendor/contractor. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
9. Each Page of the Tender document should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
10. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Institute.
11. Tender incomplete in any form will be rejected outright; conditional offers will not be accepted.
12. No tenders will be allowed to withdraw after submission of the tender; otherwise the EMD submitted by the bidder would stand forfeited. In case, the successful bidder decline the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so-ever reasons, their EMD will be forfeited.
13. Indira Gandhi Institute of Development Research does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. Indira Gandhi Institute of Development Research also reserves the right to divide the order between two or more tender and the contractor shall carry out even the part orders for various items.
14. Indira Gandhi Institute of Development Research reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor will have to execute orders for part of the items placed with them at the quoted rates. Indira Gandhi Institute of Development Research also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self supporting and relevant.
15. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful vendor/contractor shall be bound to sign the formal Contract and within seven days thereof, the successful vendor/contractor shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the

Contractor so, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful vendor/contractor.

- 16.** The rates quoted in the bid shall include all charges like PF, ESIC, Reliever charges, Management fees and Uniforms etc. The rates shall also be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. Bid must include in their rates, applicable GST and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty or levy whether existing or future, shall be entertained by the Employer.
- 17.** The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any from the office of the Office of Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute`s working day.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place :

Signature of Bidder

With the seal of their company

Date :

SECTION 'C'

SPECIAL CONDITIONS

1. The workmen/staff will not be allowed to stay within the premises.
2. Permission if any, required from the local bodies shall be obtained by the successful bidder at his cost.
3. The successful bidder shall decide the mode and manner of work to be done by his workmen.
4. The successful bidder shall comply with the labour acts or any other Labour Laws in force from time to time for all of the workers employed by him.
5. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
6. The successful bidder shall execute necessary agreement with the Institute within 07 days of issuance of the work order/declaration as the Successful Bidder, whichever is earlier.
7. The successful bidder shall use only approved brand materials if any required.
8. The work has to be carried out with least inconvenience to the staff.
9. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.
10. The successful bidder should have valid labour license from Labour Commissioner wherever the number of laborers' engaged is 50 or more.
11. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen/staff will be allowed inside the building only on producing the photo pass issued by the Institute.
12. Any damage cause to any of Institute's properties shall be made good by the contractor at their own cost.
13. The successful bidder shall carry out the work strictly in accordance with specification details and instructions of the Institute's In Charge.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of Bidder with seal

SECTION 'D'
TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The Contractor shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. The Contractor shall carry out all the work strictly in accordance with scope of work and as per detailed instructions of the Institute.
3. The contractor shall before commencing work prepare a detailed work program which shall be approved by the Institute.
4. The successful bidder must co-operate with the other contractor appointed by the Employer so that the work shall proceed smoothly to the satisfaction of the Institute.
5. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
6. In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

7. Insurance Clause:

The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

8. Performance Security Deposit:

The successful bidder will have to deposit a Performance Security Deposit @ **5%** of the total value of contract amount for one year, subject to the revision at the time of placing the work order, within 15 days

of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft or Bank Guarantee from a commercial bank drawn in favour of “The Registrar, Indira Gandhi Institute of Development Research, Mumbai” payable at Mumbai. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. This deposit shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely.

9. Payment Terms:

Payment shall be made to the contractor after successful completion of Monthly service within 15 days of submission of certified invoice along with supporting documents.

10. Tenure of Contract:

Initially the contract period shall be from 1st April 2019 till 31st March 2020 however it can be extended for further 02 years based of review of performance of contractor on yearly basis on same rates, terms & conditions if found satisfactory performance.

11. The contractor should submit the following documents within 7 days of issuance of work order.

- a. Contract agreement of Rs.500/- stamp paper duly notarized (Draft enclosed along with Tender).
- b. Documents of labor/staff engaged mentioning their bio-data and Xerox of Aadhar & Pan Card along with One Photograph etc.

12. Notice to Correct:

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract terms, the Institute may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

Termination Clause:

If the Contractor:

- (a) Fails to comply with a notice issued by the institute within 28 days
- (b) Abandons or repudiates the Contract.

I Without reasonable excuse fails:

- To commence the Works in accordance with Letter of Acceptance, the Formal Contract and the terms and conditions as set out in this Tender

- To proceed with the Works in accordance with the agreed terms, conditions and subsequent directions

- (d) Becomes bankrupt or insolvent, or goes into liquidation.
- (e) Fails to comply with a notice issued, within 28 days after having received it, or
- (f) Assigns the Contract or Subcontracts the Works without the required consent.

Then the Employer may, after having given **14 days' notice to the Contractor**, terminate the Contractor's employment under the Contract and expel him from the Site. The Contractor shall not be released from any of his obligations or liabilities under the Contract.

Payment after Termination

After termination, the Employer shall not be liable to make any further payments to the Contractor until the costs of execution, completion and damages (if any), and all other costs incurred by the Contractor, and the Institute have been established.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Contractor

Date :

With the seal of their company

SECTION 'E'
QUALIFICATION CRITERIA

- **Minimum Qualification Documents to be submitted by Bidder along with qualification Bid:**
 - a) The bidder should have minimum 03 years experience for providing similar services in last 07 years.
 - b) The bidder should be registered with the appropriate registration authorities. Copy of Registration of Firm in Shop & Establishment or Certificate of Incorporation to be submitted.
 - c) **Copy of an Authorized Fire License issued by Directorate of Maharashtra Fire Services, GOM for Detectors**
 - d) Copy of Registration of Provident fund and ESIC
 - e) Copy of Registration of Goods & Service Tax and PAN
 - f) Copy of Registration of Labour License if applicable
 - g) The bidder should have an average annual turnover of Rs. 3, 75,000/- Lac for similar services only in the last 3 financial years. The bidder will submit the audited balance sheet, financial statements and P & L account of last 3 financial years with positive net worth in each year duly certified by CA.
 - h) The bidder should have experience in successful completion of similar works during last 07 years ending last month either of the following-
 - i) At least 01 similar work of costing not less than Rupees 3.00 Lac **or**
 - ii) At least 02 similar works of costing not less than Rupees 1.87 Lac **or**
 - iii) At least 03 similar works of costing not less than Rupees 1.50 Lac(Copy of Work orders/completion certificates to be submitted).
 - i) List of clients and copy of certificate of appreciation if any.
 - j) Either the Registered Office or one of the Branch Offices of the bidder should be located in Mumbai.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the qualification bid (Envelope-1) duly stamped and signed by the authorized person of the agency.

SECTION 'F'
TECHNICAL BID

Work Name: Annual Service Contract for Fire Alarm System at IGIDR campus.

1. Area Wise Quantity as under:-

Area of Fire Alarm System	Detectors	Call Points	Panels
Auditorium & Class Rooms	40	4	8Z 1 & 2Z 1
Administrative Office (1 st floor)	35	4	4Z 1
Dining Hall & Cafeteria	31	2	6Z 1
Cafeteria	7	2	2Z 1
Seminar Rooms	26	4	4Z 1
Research Block I	78	3	4Z 3
Research Block II	76	3	4Z 3
Research Block III	80	3	4Z 3
Recreation Area	14	2	2Z 1
New Hostel	68	12	8Z 1
New Admin (Estate & Back Office)	41	2	4Z 1
Conference Hall	18	2	4Z 1
Library	210	7	Loop Hooters/Sounders-8 & Beam Detector-1.

2.2 Monthly Scope of Work

1. To Test Smoke Detectors at random of every zone by blowing smoke to ascertain that detectors.
2. To check proper audio visual signal in corresponding zone of local control panel of respective area/floor
3. To confirm that external Response Indicator if connected to the detector glows on operation of the corresponding detector.
4. To ensure the fire signal from the Local Panel is repeated on Main as well as Repeater Panel.
5. To carry out functional tests of all Zones in the Local Panels by simulation for:-
 - a) Fire Test
 - b) Open Circuit
 - c) Short Circuit
 - d) Fault Sounder Isolated Indication
 - e) AC/DC Fuse blown indication
 - f) Lamp Test
 - g) Battery Voltage Check
6. Main as well as Repeater Panel shall also be tested functions 'a' to 'g' as listed above.
7. Any breakdown calls during the period shall be attended free of cost.
8. Report to be submitted for any damage/non- working of Faulty Detectors, Call Points, Hooter and other modules shall be on extra cost after approval.
9. Any material/spares required for replacement of faulty items shall be supplied on extra cost or will be made available by IGIDR.

SECTION 'G'

ARTICLES OF AGREEMENT

AGREEMENT DRAFT FOR AMC OIF FIRE ALARM SYSTEM

THIS CONTRACT AGREEMENT (“Agreement”) made at Mumbai on this

BETWEEN

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, a Society established by Reserve Bank of India and registered under Societies Registration Act, 1860 and having its office at Gen A. K. Vaidya Marg, Goregaon (East), Mumbai – 400 065, hereinafter referred to as “the Institute” (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

M/S. a Proprietary concern of Mr. and having its office at hereinafter referred to as “**the Contractor**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, administrators and executors) of the Other Part.

WHEREAS

- A. The Institute is an advanced research institute established by the Reserve Bank of India (RBI) for carrying out research on development from multi-disciplinary points of views and is on the lookout for a suitable Contractor who can undertake/render services for Service of Fire Alarm System in its campus situated at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065 (Campus).
- B. The Contractor has represented to have the expertise to do such kind of work and has taken or done similar/ such type of jobs in other concerns.
- C. The Institute wants to give and the Contractor has agreed to undertake the said job on the terms and conditions set out hereunder:

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work

1.1. The Contractor shall carry out ASC for Fire Alarm System in its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Bombay 400 065 the work, as per the instructions issued by authorities of the Institute, from time to time and shall submit work schedule for their approval.

1.2 Monthly Service

1. To Test Smoke Detectors at random of every zone by blowing smoke to ascertain that detectors.
2. To check proper audio visual signal in corresponding zone of local control panel of respective area/floor
3. To confirm that external Response Indicator if connected to the detector glows on operation of the corresponding detector.
4. To ensure the fire signal from the Local Panel is repeated on Main as well as Repeater Panel.
5. To carry out functional tests of all Zones in the Local Panels by simulation for:-
 - h) Fire Test
 - i) Open Circuit
 - j) Short Circuit
 - k) Fault Sounder Isolated Indication
 - l) AC/DC Fuse blown indication
 - m) Lamp Test
 - n) Battery Voltage Check
6. Main as well as Repeater Panel shall also be tested functions 'a' to 'g' as listed above.
7. Any breakdown calls during the period shall be attended free of cost.
8. Report to be submitted for any damage/non- working of Faulty Detectors, Call Points, Hooter and other modules shall be on extra cost after approval.
9. Any material/spares required for replacement of faulty items shall be supplied on extra cost or will be made available by IGIDR.

1.3 Area Wise Quantity

Area of Fire Alarm System	Detectors	Call Points	Panels
Auditorium & Class Rooms	40	4	8Z 1 & 2Z 1
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Dining Hall & Kitchen	31	2	6Z 1
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Research Block I	78	3	4Z 3
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Recreation Area	14	2	2Z 1
New Hostel	68	12	8Z 1
New Admin (Estate & Back Office)	41	2	4Z 1
Conference Hall	18	2	4Z 1
Library	210	7	Loop Hooters/sounder- 8 & Beam Detector-1

2. Compensation

- 2.1. For the scope of work undertaken by the Contractor, the Institute shall pay the amount of **Rs..... per Annum.**
- 2.2. The Contractor has agreed to execute/ fulfill and discharge the work efficiently and to the full satisfaction of the institute within the stipulated time.

3. Materials and Articles etc.

- 3.1. In the event of Contractor purchasing any materials and/or items with the sanction of the Institute, the amount shall be reimbursed by the Institute to the Contractor on production of necessary bill and satisfactory certification of the material received.
- 3.3. The Contractor shall be responsible for its use and has to maintain and upkeep the same in proper order.
- 3.4. Similarly, any damage or loss caused to the equipment entrusted to the Contractor, the Contractor shall reimburse the payment of the same to the Institute.

4. Rights and Obligations of the Contractor

- 4.1. To perform the job as per the assignment, details of which are given in this Agreement.
- 4.2. To receive the payment from the Institute for performance of the job.
- 4.3. The Contractor shall decide the mode and manner of work to be done by his workmen.
- 4.5. The Contractor also will decide and take disciplinary action against the workmen if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the Labour law. He shall also decide about the retrenchment etc.
- 4.6. In case the Contractor contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
- 4.7. The Contractor shall be responsible for damage or loss to the Institute caused due to the negligence of the workmen employed by him and shall compensate or reimburse the Institute adequately for such loss which shall be assessed and determined by the Institute.
- 4.8. The Contractor shall, at the expiry or the termination of this Agreement after completion of terms of extension, if any, hand over the vacant possession of the Premises to the Institute.

5. Rights and Obligations of the Institute

- 5.1. To provide the Contractor articles agreed to provide as mentioned in this Agreement.
- 5.2. To make payment to the Contractor as provided in this Agreement.
- 5.3. The Institute shall be at a liberty to forbid the employment of any person whom it may consider undesirable. The workers engaged by the Contractor shall be under the general discipline of the authority and shall conform to such directions as may be issued by the Institute in respect of

points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.

- 5.4. To deduct the amount from the bills of the Contractor proportionately to the defective job/work/performance.
- 5.5. To check up whether the Contractor has paid salary to his workmen and also have made payment in respect of provident fund, ESI or any other statutory dues.
- 5.6. The Institute will have right to deduct Income tax or TDS as applicable from time to time.

6. Miscellaneous

- 6.1. This Agreement comes into force with effect from **1st April, 2019 and shall remain in force for a period of 12 months, i.e. till 31st March, 2020.** However, this Agreement shall be liable to be terminated at the expiry of the terms of this Agreement and in event it is to be extended; it shall be done by mutual consent in writing.
- 6.2. Notwithstanding anything contained herein above, this Agreement can be terminated by either the Institute or the Contractor, at any time earlier than the period agreed upon, by giving one month's notice to the other Party without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due under this Agreement.

7. Indemnity

- 7.1. The Contractor shall indemnify and keep harmless the Institute from any claim, damages, compensation, actions, losses, costs, charges, expenses, demands of whatsoever nature raised by any worker/employee of the Contractor engaged for the purpose under the Workman's Compensation Act, Employer's Liability Act or other Acts of a like nature respectively in force or under any circular, directions, notices, instructions issued by the various competent authorities from time to time so far as it relates to the employees of the Contractor.
- 7.2. In the event of any damage caused to properties belonging to the Institute or any other agency within the campus by the workers of the Contractor, appropriate amount shall be deducted from the Contractor's bill.
- 7.3. In case of any dispute/grievance arising out of this Agreement, the decision of the Institute with regard to the same shall be final and binding upon the Contractor and/or its workers/employees.

IN WITNESS WHEREOF the Contractor has accepted and agreed and herein confirms that he shall abide and is willing to execute the work assigned to him in accordance with the terms and conditions of this Agreement and in turn the Institute also agrees to engage the Contractor with effect from 1st April,

2017 and the parties hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered

for and on behalf of the Institute

for and on behalf of

M/s.

Name _____

Name _____

Designation _____

Designation _____

Counter-signed by:

In the presence of witnesses:

1. Signature _____

Name & Address

1. _____

2. Signature _____

Name & Address

2. _____