

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

GOREGAON (EAST), MUMBAI

EOI No. IGIDR/EOI/2021/ED/16 Date: 23.10.2021

REQUEST FOR EXPRESSION OF INTEREST

FOR

Empanelment of Agencies to Provide Manpower on Outsourcing Basis at IGIDR

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), MUMBAI-400065.
TELEPHONE: 022 2841 6200/9881070122. FAX: 022 28416399.

SECTION-A
GENERAL INSTRUCTIONS TO BIDDERS

1. Expression of Interest (EOI) should be addressed to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.**
2. The scan copy of EOI bid to be submitted through Email to tender@igidr.ac.in with subject of email should be mentioned as- **“Expression of Interest for Empanelment of Agencies to Provide Manpower on Outsourcing Basis at IGIDR”** respectively. All the required documents should be scanned and merged either into a single PDF file or zipped into a single file and attached to the Email. **The bid file should be attached as a PDF document/zip file protected with a password and the password to be shared at the time of bid opening through online meeting. The vendor should keep their password securely with them and required to give only when asked in online meeting for bid opening.**
3. The EOI will be received up to **03:00 PM on 8th November 2021.** Each copy of the EOI document under their stamp and signature. No bid will be accepted after due date under any circumstances whatsoever.
4. The Email bid with subject **“Expression of Interest for Empanelment of Agencies to Provide Manpower on Outsourcing Basis at IGIDR”** shall be opened by REGISTRAR of the Institute or his authorized representative in his office on the next day **9th November 2021 at 11:30 AM through online meeting platform.** The link of meeting will be shared with participated bidders. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
5. **The bidders should provide the password of their bid in PDF/Zip file during the opening of the bids. In case bidder can NOT provide password for the bid file at the time of opening then their bid shall be summarily rejected.**
6. EOI shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid and the bidder shall not cancel or withdraw the quotation during this period.
7. The bidder must use only the bid documents issued by the Institute. Any addition/alteration in the text of the EOI form made by the bidder shall not be valid and shall be treated as null and void.
8. Each Page of the EOI document should be signed by the authorized person or persons submitting the EOI in token of his/their having acquainted himself/themselves with the terms & conditions of contract as laid down. Any bid with any of the documents not so signed will be rejected.

9. The intending bidder can obtain any clarifications regarding the EOI document, employee details, etc. if any by contacting **Mr. Samir Parab** (Administrative Officer) on his mobile- **8097171963 / 022 - 6909 6588** in between **10am – 5pm (Mon-Fri)** or through email administrativeofficer@igidr.ac.in or in **Administration Office** of the **Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065** by prior appointment.
10. The Institute has all the rights to reject/accept any or all the EOI Bid(s) without assigning any reason whatsoever.
11. EOI application without complete documents and/or insufficient/inadequate information shall not be considered. Conditional Tenders Bids will not be accepted under any circumstances.
12. **Amendment of Bid Documents**
- i. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Outsourcing Agent, modify the bid documents by amendments.
 - ii. The amendments shall be notified on the Institute portal at <http://www.igidr.ac.in/tenders/> and these amendments will be binding on the Outsourcing Agents.
 - iii. In order to allow prospective Outsourcing Agents reasonable time to take the amendments, if any, into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.

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-B
GENERAL TERMS AND CONDITIONS

Upon the declaration of an intending 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 successful bidder shall provide the services strictly in accordance with scope of services and as per detailed instructions of the Institute.
2. The Successful Bidder shall not assign the contract. He shall not sub-contract any portion of the contract except with the written consent of the Institute. In case of breach of these conditions, the Institute may serve a notice in writing on the successful bidder resending the contract.
3. In the event there is more than one successful bidder, they shall co-operate with each other so that the work shall proceed smoothly to the satisfaction of the Institute.
4. In all matters of dispute arising out of the work and subjected matter of the Tender/EOI, the matter shall be referred to the **Registrar Indira Gandhi Institute of Development Research, Goregaon** for a decision.
5. **Arbitration Clause:** 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 as amended from time to time or any enactment thereof. The Arbitral Tribunal shall consist of Sole arbitrator, to be appointed by the Institute. The seat 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.
6. **Period of Empanelment:** The initial empanelment period shall be for 1 (one) year from date of confirmation of empanelment which will be further extended for 2 (two) years, at the discretion of the Institute, upon reviewing the performance of the agency on annual basis if performance is found to be satisfactory.
7. **Payment Terms:** The payment shall be released on a monthly basis after successful completion of desired service and against the submission of original invoice and other supporting documents in the first week of every month.
8. The successful Bidder shall ensure that they can be contacted at all times over phone/email/fax/special messenger. The Successful Bidder shall also acknowledge all such messages sent by phone/email/fax/special messenger on receipt on the same day. The Successful Bidder shall strictly observe the instructions issued by the office in fulfilment of the contract from time to time.

9. The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel Successful Bidder.
10. If the Institute suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the Successful Bidder shall be liable to reimburse the Institute for the same.
11. The Successful Bidder shall keep the Institute fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and the Institute will in no way be responsible for it or any other clause mentioned above.
12. The Successful Bidder shall be responsible for all injury(ies) to person(s), animal(s) or things and for all structural and decorative damage to property of the Institute which may arise from the work 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 work.
13. 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 Successful Bidder, the Successful Bidder is bound to and shall indemnify and keep the Institute indemnified. The Successful Bidder 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.
14. The Institute shall not bear any obligation for permanent employment of the staff that has been deputed by the agency since these staff will be on the rolls of the agency and their engagement shall be for a specific time frame which is time bound.
15. The Contract entered into by the Institute and the Successful Bidder may be terminated by either party by giving 3 (three) months' notice in advance.
16. If the Successful Bidder :
 - a. Fails to comply with a notice issued by the Institute within 28 (twenty eight) days; or
 - b. Abandons or repudiates the Contract; or
 - c. Without reasonable excuse fails :
 - i. To commence the works in accordance with the Letter of Acceptance, the Formal Contract and the terms and conditions as set out in this EOI
 - ii. To proceed with the Work in accordance with the agreed terms, conditions and subsequent directors; or
 - d. Becomes bankrupt or insolvent; or goes into liquidation or
 - e. Assigns the Contract or Subcontracts the Works without required consent of the Institute.

Then the Institute, may after having given 14 (fourteen) days' notice to the Successful Bidder terminate the Contract from the Institute.

17. That on the expiry of the contract, the Successful Bidder shall withdraw all his personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Successful Bidder, it shall be the entire responsibility of the Successful Bidder to pay and settle the same.
18. The Successful Bidder(s) shall have to obtain the required license from the licensing authority of respective Department/Circles/Division/Other units before deployment of personnel in the Institute.
19. If any amount is found payable by the Successful Bidder(s) towards wages, allowances and statutory dues in respect of personnel or any loss to Institute's property, the same shall be adjusted from the security deposit (if any) of the extent of the amount so determined and the Institute reserves right to recover the deficit amount through other modes of recovery including but not limited to the right to terminate the contract without notice.
20. The Administrative Service Charges per worker per month quoted by the successful bidder in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract. The Administrative Service Charges quoted by the vendor will remain fixed for the entire validity period of contract and no request shall be entertained before expiry of the contract period and shall include all charges like PF, ESIC, Bonus, Leave Salary, Reliever Charge, Management fees and Uniforms (if any) etc. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. Price 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 Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Signature with company seal

Date:

SECTION-C
SPECIAL CONDITIONS

1. The staff deputed by the agency will not be allowed to stay within the Institute premises.
2. Permission required from the local bodies, if any shall be obtained by the successful bidder at his cost.
3. The successful bidder shall employ adequate number of persons as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this EOI document and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
4. The successful bidder shall comply with the requirements under the Labour laws of India and the rules thereunder including but not limited to the rules and laws pertaining to Provident Fund, Gratuity, Maternity Leave, and workmen's compensation or any other Labour Laws as may be applicable in force from time to time for all of the workers/staff employed by him.
5. The successful bidder shall have the addresses and photographs of their staff being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Successful Bidder.
6. The successful bidder has to lineup the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same and reject candidates without assigning any reason whatsoever.
7. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account on or before the 07th day of every month. The successful bidder shall attach copy of the bank statement for salary transfer to his labours/staff, copy of ESIC challan & receipt, PF challan with ECR statement, PF payment receipt, GST challan etc. to be furnished along with the next month's bill.
8. The successful bidder should submit the following documents within 7 days of issuance of work order.
 - a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization. This policy will be additional to the ESIC and the amount paid towards the Workmen Compensation Policy would be reimbursed by the Institute after submission of Policy document and payment receipt.
 - b. Contract agreement of Rs.500/- stamp paper duly notarized (Draft enclosed along with EOI).
 - c. Police verification and medical of the personnel/ labors to be engaged and deployed on site.
 - d. Documents of labor engaged mentioning their bio-data and Xerox of Aadhar & Pan Card along with One Photograph etc.
9. Failure by the Successful Bidder to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the Institute.

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 with company seal

Date:

SECTION-D
PRE-QUALIFICATION CRITERIA

- **Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:**
 1. The Agency should submit a copy of Company Incorporation Certificate/Certificate of Registration of the firm/Shop & Establishment (copy to be enclosed).
 2. The Agency should have registered office or branch office located in Mumbai for last 5 years. Submit the relevant address proof.
 3. Copy of Registration of Provident fund.
 4. Copy of Registration of ESIC if applicable
 5. The Agency should submit copy of PAN and Goods and Service Tax registration (GST).
 6. The Agency should have the experience for at least **3 years** of providing skilled manpower on outsourcing basis like executives/secretarial staff/Office Assistant in Administration & Hr / Estate Department /Accounts, Engineers / Programmers in Computer Department to any Central/State Government/Public Sector Undertaking/Autonomous Educational Institute /Corporates during last 07 years ending till September 2021. (Work order or Experience certificate from organizations to be submitted.)
 7. The agency should submit a list of the outsourced staff in a tabular format (**As per Annexure-B**) provided in the last 03 financial years. (Institute may ask to submit the relevant records in proof for the same). Providing false information may lead to blacklisting of the firm.
 8. The Agency should have valid license for providing manpower if any.
 9. Agency should have annual turnover of **Rs. 50.00 Lac** for last 3 years (i.e., FY2018-19, FY2019-20 & FY 2020-21) from providing manpower on outsourced basis. Attach audited Balance Sheets, P&L account statements or Auditor's certificate for turnover of above 3 years.
 10. List of at least 5 clients along with name & contact number of their representatives.
 11. The Agency should not have been blacklisted by any Central/State Government/Public Sector Undertaking/Institute of Govt. of India. (Submit undertaking as per enclosed **Annexure-A**).
 12. The Agency should provide list of staff strength along with designation and years of experience. (Details to be enclosed).

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 (Email) duly stamped and signed by the authorized person of the agency.

- **Information to be furnished by the bidder:**

Sr. No.	Item	Information to be filled by Bidder
1	Name of the Agency	
2.	Address	
3.	Telephone Number: Office /Residence: Mobile Number: E-Mail address:	
4.	Details of Registration (number & date) if applicable:	
5.	Month and Year in which the firm / company was formed/ incorporated.	
6.	Type of organisation (Sole Proprietor, Partnership, Pvt Ltd., Public Ltd., etc.)	
7.	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
8.	Average Annual Turnover of Last Three Financial Year (Attached audited balance sheets & profit & Loss account statements or CA certificates of Turnover)	FY 2018-19 = FY 2019-20 = FY 2020-21 =
10.	Bank Account Details	A/C No. Bank Name: IFSC:

SECTION-E
TECHNICAL BID

• **SCOPE OF SERVICES:**

Scope for the Agency:

1. Enquiry/RFQ will be sent to the empaneled agency from the Institute as and when required basis. The quotation should be submitted by agency within stipulated time, qualification of required manpower and as per the instructions mentioned in the RFQ document.
2. Agency should give as per the bid form issued by the Institute.
3. The shortlisted agency shall submit monthly bill for providing the various manpower as per the contract.
4. **Type of Outsourced Staff required :**

The outsourced staff will be required to carry out the Non-Academic /Technical work and the departments for which the outsourced staff is required are mentioned below:

Sr No	Departments	Sr No	Departments
1.	Administration & HR	4.	Estate & Maintenance
2.	Accounts	5.	Library
3.	Computer Center	6.	Other Non-Academic work

5. Responsibilities of the Selected Agency :

- a. Deploy qualified, skilled and good conduct personnel.
- b. The Selected Agency should lineup the candidates required to be engaged within one week of issue of the work order or as specified in the work order.
- c. The Selected Agency will enter all details of Outsourced staff against each post and Maintain a proper database of all employee department-wise along with the updating of all the details such as emoluments, EPF, ESI, absentee report etc.
- d. The selected Agency must provide the smart Identity Card to all the engaged Outsourced staff.
- e. It is the responsibility of Selected Agency to ensure timely payment of outsourced staff
- f. It is the responsibility of Selected Agency to ensure timely payment of outsourced staff through bank transfer and submit the proof of the same along with its monthly bill.
- g. The selected agency shall comply with all the provisions of Indian Labour Laws in respect of the Outsourced staff employed thereof. The selected agency shall also ensure compliance to the labour legislations applicable to **Maharashtra** including but not limited to a) Minimum Wages Act, b) Employees Provident Fund Act, c) Employees State Insurance Act, d) Workmen's Compensation Act, e)ESI Act.
- h. No payment will be made to the staff if absent on duty days.

6. Background Verification of Candidates

The Selected Agency will be responsible for background verification of the selected candidates and agency should submit the report to the Institute as the candidates should not have any police records/criminal cases against them.

7. Quality of Outsourced staff

- i. The benchmarks such as educational qualifications, professional qualifications, experience will be mentioned in the RFQ in respect of the outsourced staff to be engaged by the Selected Agency.
- ii. The Selected Agency will present the candidates to the Institute for assessment of their suitability. The Selected Agency may do the preliminary screening of the candidates before lining them up for the interview in the Institute.
- iii. In order to ensure that the Outsourced staff provided by the Selected Agency possesses the required technical/academic qualifications and skills, the Institute, in its discretion, will take interview and/or written test of the candidates.
- iv. Institute may ask the Selected Agency to replace the services of already accepted candidates based on their performance on 14 days' notice and in such an eventuality; the Selected Agency will have to provide a suitable replacement within the notice period.
- v. The Selected Agency shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking and loitering without work. In case of such offence, institute may impose financial penalty to the Selected Agency.
- vi. If, for any reason, the personnel deployed by the Selected Agency absent himself/herself, he/she should properly intimate the Department head before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. In case of any default on a particular day, an amount of Rs. 200/- will be imposed for each such complaint certified by the officer under whom the work is being performed as a fine, besides proportional deduction.

8. Duties and Responsibilities of Staff Deputed by Agency:

Duties and responsibilities of the outsourced staff deployed will be as per the work order issued by the Institute. Besides, any other relevant duties may be assigned to them by the Institute.

Working Days & Hours: The working days of the staff deputed in the Institute will be from Monday to Friday from 9.15am to 5.45pm with ½ hour lunch break, however in case of urgent/emergency work they will be required to work beyond office hours as and when necessary, or on Saturdays and Holidays also.

Holidays: As per Institute norms.

Leaves: As per Indian Labour laws.

9. Replacement of Candidate

In case the candidate leaves in between, the Selected Agency will be required to provide the replacement of that candidate within 7 days and should lineup the candidates for replacement to be selected by the Institute accordingly.

Date:

Signature of Bidder with seal

Annexure – A*

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

UNDERTAKING

To,

The Registrar

Indira Gandhi Institute of Development Research

Film City Road, Santosh Nagar,

Goregaon (East),

Mumbai – 400 065.

We hereby confirm and declare that we, M/s _____, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

*To be submitted on company letter head duly signed and stamped on it.

Annexure-C**

DRAFT CONTRACT AGREEMENT

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp

Shall be updated / modified as per requirement)

An agreement made this day of BETWEEN (hereinafter called “the Agency/contractor”) of the one part and INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH (hereinafter referred as “the Institute”) of the other part

WHEREBY the Agency/contractor agrees to supply the outsourced manpower agency (to perform the work specified to them successfully on contract basis to Indira Gandhi Institute of Development Research (IGIDR), having its office at General A.K. Vaidya Marg, Santosh Nagar, Film City Road, Goregaon-East, Mumbai-400065.

- (a) That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the Agency/contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency/contractor and in no case, shall a relationship of employer and employee between the said persons and the Institute. or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the terms and conditions set out in Section ‘B’ and Section ‘C’ the “Request for Expression of Interest – for Empanelment of Agencies to Provide Manpower on Outsourcing Basis at IGIDR” (the RFQ) the same are annexed hereto as Schedule 1 and Schedule 2 respectively.
- (c) That the number of manpower will be purely on the basis of the needs as intimated by the Institute. Therefore, the number of Agency /Contractor’s workers may be increased or decreased as per the requirement. The Institute will be under no obligation to engage any specific number of Agency/ Contractor’s workers during the period of contract.
- (d) That this Contract shall remain valid for a period of one year w.e.f. initially and if the services are found satisfactory the same may be extended for another two years at the discretion of the Institute. However, the competent authority of the Institute shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (e) That the Institute or authorized official shall have full power to reject the contract hired outsourced manpower which to the true intent and meaning is not in accordance with the requirement of the EOI document.
- (f) The Institute shall have the right
 - i. Terminate this contract at any time during the contract period;
 - ii. To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - iii. To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.

- (g) That the Agency/Contractor will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same without express written consent from the Institute.
- (h) If the agency/contractor becomes insolvent or he or his officers/agents offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Institute may terminate the contract and recover from the contractor any loss suffered by the Institute on account of the contract being terminated.
- (i) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the IGIDR or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract. The Arbitration charges shall be equally on 50:50 ratio paid by both parties.
- (j) The agency/contractor shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Institute. The necessary supporting documents shall be provided to the Institute by the agency/contractor in support of statutory compliance payment deposit with statutory authorities on monthly basis. The contracting agency shall also be responsible for timely wages payment (i.e. by _____ day of each month) to all the engaged manpower deployed at the Institute, irrespective whether its previous month bill is cleared or not for payment release in the Institute. Further, the Agency/contractor or its authorized person has to ensure submission of monthly bill along with all necessary supporting documents to the Institute before _____ day of each month.
- (k) That the agency/contractor shall keep the competent authority of the Institute indemnified against all claims whatsoever in respect of the employees deployed at the Institute. In case any employee of the agency/contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency/contractor to contest the same. In case the Institute is made party and is supposed to contest the case, the Institute will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Agency/contractor to the Institute on demand.
- (l) Further, the Agency/contractor will ensure that no financial or any other liability comes on the Institute or any person authorized by it of any nature whatsoever and shall keep the Institute or any person authorized by the Institute indemnified in this respect.
- (m) That the Agency/Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement and shall also abide by all the terms and conditions as mentioned in the EOI document.
- (n) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

In witness whereof the parties hereto have signed these presents on the date, month and year first above written. Signed by the said contracting agency in the presence of: -

1st Witness Address

2nd Witness Address

Signed for and on behalf of the IGIDR in the presence of: -

1st Witness Address

2nd Witness Address