

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

**TENDER DOCUMENT FOR**

**Annual Contract for Operation of Sewage Treatment Plant (STP) at IGIDR Campus**

NIT No: IGIDR/Tender/2020/ED/03 Dated 17<sup>th</sup> January 2020

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

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

TELEPHONE: 022 2841 6502 / 507; FAX: 022 2841 6399.

## INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

### Notice Inviting Tender

“NAME OF THE WORK: **Annual Contract for Operation of Sewage Treatment Plant (STP)** at  
INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. Institute invites sealed bids from reputed contractors/company/firms for the following work:

<b>Name of work</b>	<b>Period of contract</b>	<b>EMD</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
<b>Annual Contract for Operation of Sewage Treatment Plant (STP) at IGIDR Campus</b>	<b>1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021</b>	<b>INR 10,500.00</b>

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

2. Bidder has to submit Earnest Money Deposit Rs. 10,500.00 (Rupees Ten thousand five hundred) only along with the bid.
3. The Tender documents in sealed envelopes each marked as “**Envelope-1: EMD**”, “**Envelope-2: Pre-Qualification Bid and Technical Bid**” and “**Envelope-3: Financial bid**” respectively. All envelopes shall be submitted together in another sealed envelope superscripted as “**Tender for Annual Contract for Operation of Sewage Treatment Plant (STP) at IGIDR Campus**”.
4. Last date of submission of Tender document shall be up to **02:00 PM on 10<sup>th</sup> February 2020**.
5. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

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 Annual Contract for Operation of Sewage Treatment Plant (STP) at IGIDR Campus, Mumbai.

**Reference:** NIT No. IGIDR/Tender/2020/ED/03 Date: 17<sup>th</sup> January 2020

Dear Sir,

With respect to your above mentioned tender, we hereby submit 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.

We have deposited DD/FDR/BG as an earnest money to the IGIDR, which will not bear any interest.

Should we fail to execute the contract when called upon to do so. We do hereby agree that this sum shall be forfeited by us to the IGIDR.

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

Yours faithfully,

**Signature**

Name & seal of Bidder

## SECTION-B

### GENERAL INSTRUCTIONS TO TENDERER

Sealed Tender should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065 and superscripted ~ **Tender for “Annual Contract for Operation of Sewage Treatment Plant (STP)” at IGIDR, Goregaon (E), Mumbai.**

1. Bidder has to submit Earnest Money Deposit Rs. 10,500.00 (Rupees Ten thousand five hundred only) in the form of Demand Draft/Fixed Deposit Receipt/Bank Guarantee issued by commercial bank drawn in favour of “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH” payable at Mumbai, should be enclosed in the separate envelope submitted along with Pre-qualification bid envelope. Bank guarantee is also accepted.
2. The Tender documents in sealed envelope, supported by prescribed annexure; EMD, Pre-qualification bid/Technical bid and financial bid shall be placed in separate sealed envelopes each marked as “**Envelope-1: EMD**”, “**Envelope-2: Pre-Qualification Bid and Technical Bid**” and “**Envelope-3: Financial bid**” respectively. All envelopes shall be submitted together in another sealed envelope superscripted as “**Tender for Annual Contract for Operation of STP**”. The bids will be received up to **02:00 PM on 10<sup>th</sup> February 2020**. Each copy of the tender document under their stamp and signature. No tender will be accepted after due date under any circumstances whatsoever.
3. The envelopes Marked “EMD & Pre-qualification and technical Bid” shall be opened by REGISTRAR or his authorized representative in his office on the same day at **03:00 PM**. 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.
4. Financial bid of only prequalified and technically qualified bidders will be opened. The date of opening of price bid shall be informed by institute to the qualified bidders.
5. Tenders shall remain valid for acceptance by the Institute for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the bid during this period.
6. The bidder must use only the 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. 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. 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 Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc. as laid down. Any Tender with any of the documents not so signed will be rejected.

10. A tender which is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful bidder may be converted into Performance Security Deposit.
11. The Institute does not bind itself to accept the lowest or any tender 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.
12. Institute reserves the right to sub-divide the work mentioned in the tender, amongst two or more bidders at its own discretion and the successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the successful bidder 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.
13. On receipt of intimation from the Institute of the acceptance of their tender, the successful vendor/contractor shall be bound to sign the formal contract and within seven days thereof, the successful contractor shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Institute 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 contractor.
14. The rates quoted in the financial bid shall include all charges like PF, ESIC, Leave Salary, Bonus, Reliever charges, Management fees and Uniforms etc., wherever applicable. The rates quoted shall be final and shall not subject to any variations in foreign exchange rates, labour conditions or other conditions whatsoever.
15. Financial bid must include in their rates, applicable GST and any other tax and duty or other levy in force levied by the Central Government or any State Government or Local Authority, if applicable.
16. The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any from the office of the Mr. Shyamkant Ahire, Estate Department on any Institute`s working day.

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

Place :

Signature of Bidder

With the seal of their company

Date :

**SECTION-‘C’**  
**SPECIAL CONDITIONS**

1. The workmen will not be allowed to stay within the 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 offer employment to the existing workmen (hereinafter referred to as “the existing Workmen”) currently carrying out the said work as contemplated by the present Tender. If the said workmen accept the offer for an employment, the Successful Bidder shall absorb the said workmen into their organization and deploy them for the purposes of the present Tender. All obligations towards their employment shall be borne by the Successful Bidder.
4. The successful bidder shall employ adequate number of person/persons as agreed to the Institute for satisfactory fulfillment of his contractual obligations as per this Agreement 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.
5. The successful bidder shall decide the mode and manner of work to be done by his workmen.
6. 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 or absorbed by him.
7. The contractor shall before commencing work prepare a detailed work program which shall be approved by the Institute.
8. 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.
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 will be allowed inside the building only on producing the photo pass issued by the Institute.

12. 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.
13. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the 07<sup>th</sup> day of every month. The contractor shall attach copy of the bank statement for salary transfer to his labours/staff, Salary statement, 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.
14. The contractor 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 Tender).
  - 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.

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 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 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 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 successful bidder shall carry out all the work strictly in accordance with scope of work and as per detailed instructions of the Institute.
3. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
4. The work has to be carried out with least inconvenience to the staff.
5. In all matters of dispute arising on the work, the matter shall be referred to **Registrar Indira Gandhi Institute of Development Research, Goregaon** for a decision.
6. **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 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 successful bidder 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 of 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, Fixed Deposit Receipt 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. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the Institute.

**9. Payment Terms:**

Payment shall be made to the contractor after successful completion of month within 07 working days of submission of certified invoice along with supporting documents.

**10. Tenure of Contract:** Initially the contract period shall be one year w.e.f. 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021 however it can be extended for further 02 years based of review of performance of contractor on yearly basis on same rates (except if any revision as mutually agreed), terms & conditions.

**11.** Any damage cause to any of Institute’s properties shall be made good by the successful bidder at their own cost.

**12. Termination Clause:**

12.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.

12.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 12.5 hereunder.

12.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month’s notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months’ notice to the Institute without assigning any reason thereof.

12.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.

12.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.

12.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by 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 of Contractor  
With the seal of their company

Date :

**SECTION-‘E’**  
**PRE-QUALIFICATION CRITERIA**

- **Pre-Qualification Documents to be submitted by Bidder along with Pre-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 Registration of provident fund, if applicable.
  - d) Copy of Registration of ESIC, if applicable.
  - 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 **INR 7.00 Lac** for providing Annual contract for operation of STP only in the last 3 financial years (2016-17, 2017-18 & 2018-19). The bidder will submit the audited balance sheet and P & L account of last 3 financial years with positive net worth in each year.
  - h) The bidder should have successfully completed the similar nature of works i.e. providing annual services of Pest control during last 07 years ending last month of date of publication of tender either of the following-
    - i) At least 01 similar work of costing not less than INR 4.20 Lac in one organization only.  
**or**
    - ii) At least 02 similar works of costing not less than INR 2.62 Lac in different organizations.  
**or**
    - iii) At least 03 similar works of costing not less than INR 2.10 Lac in different organizations.  
(Copy of Work orders/completion certificates to be submitted).
  - i) List of clients along with name & contact number of representatives 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 district/municipal territory of Mumbai, Mumbai suburban, Thane and Navi 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-2) 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 bidder	
2.	Address	
2	Telephone Number: Office /Residence:  Mobile Number:  Fax No.  E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheet & profit & Loss account)	FY 2016-17:  FY 2017-18:  FY 2018-19:

**SECTION-‘E’**  
**TECHNICAL BID**

**1. Nature and Areas To be covered under Annual Contract for Operation of Sewage Treatment Plant (STP):-**

**1. Schedule of Manpower Deputation:**

The contractor is supposed to depute two skilled STP operators in two shifts of 8 hours in the institute from Monday to Sunday all 7 days timings from 7:00 am to 11:00 pm to look after the operation of STP as mentioned below in the scope of work and also arrange to operate the plant on holidays if required.

**2. Equipment under Annual Operation**

A. Sewage Treatment Plant (1 no.) of Capacity- 35 KLD

- a) Raw Sewage Transfer Pump : 2 nos.
- b) Air Blower : 2 nos.
- c) Sludge Recirculation Pump : 2 nos.
- d) Filter Feed Pump : 2 nos.

**3. Scope of Work:**

3.1 Operation of STP comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, etc. together with the electrical panels and proper record of the same should be maintained with the signatures of the IGIDR persons concerned.

3.2 The plant should be maintaining in healthy state all the time and has to keep all the area and surroundings at the site neat and clean.

3.3 The contractor should take all the required/necessary precautions and observe all the necessary safety measures during the progress of work and to cause the least inconvenience to the occupants.

**• Materials and Articles:**

1. The Institute shall provide all necessary materials, items and articles required to carry out the operation STP in the campus for satisfactory performance of contract obligations.
2. The Contractor using any materials and/or items, the same should be sanctioned by the Institute, and the amount towards the materials shall be reimbursed to the contractor.
3. The Contractor shall be responsible for use of any materials and has to maintain and upkeep the same in proper order.
4. In respect of raw materials, the Contractor shall maintain proper register and give account of the raw materials consumed.

**SECTION-'F'**  
**ARTICLES OF AGREEMENT**

**AGREEMENT FOR ANNUAL CONTRACT FOR OPERATION OF SEWAGE TREATMENT PLANT  
(STP)**

THIS CONTRACT AGREEMENT (“Agreement”) made at Mumbai on this **1<sup>st</sup> April 2020**

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 \_\_\_\_\_ (address). 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**

**WHEREAS** IGIDR desirous of awarding the contract for Annual contract for operation of STP at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender dated \_\_\_\_\_ 2020 (“the Tender”) inviting bids for procuring certain as stated therein.

**AND WHEREAS** after having studied the terms of the Tender and upon understanding the requirement of IGIDR, the Contractor has submitted his response vide his letter dated \_\_\_\_\_ 2020.

**AND WHEREAS** considering the response of the Contractor, IGIDR has agreed to appoint the Contractor and the Contractor has agreed to undertake the contract for Annual contract for operation of STP at IGIDR campus situated at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065 according to the terms and conditions herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. TERM**

This Agreement shall be valid for a period of one year from **1<sup>st</sup> April, 2020** unless terminated in terms of Clause No. 12.6 of tender document.

## **2. PAYMENT TERMS**

- 2.1 IGIDR shall pay an aggregate sum of **Rs. .... (Rupees ..... only)** per month to the Contractor for the services to be rendered by the Contractor under this Agreement. The amount is inclusive of GST.
- 2.2 The Contractor shall raise a detailed original invoice on IGIDR and IGIDR shall release the payment within 7 working days of receipt of the duly certified Invoice. IGIDR shall make applicable deductions or withholdings of taxes as prescribed under Income Tax Act, 1961 or other applicable laws out of the payments to the Provider. TDS certificate shall be issued on a quarterly basis.

## **3. SCOPE OF THE CONTRACTOR'S WORK**

The scope of work shall include the operation of Sewage Treatment Plant (**STP**) as per the requirements stated in the Tender and the response provided by the Contractor, which includes the following but not limited to:

- 3.1 The Contractor shall depute two skilled STP operators in two shifts of 8 hours each in the institute on all 7 days of the week from 7:00 am to 11:00 pm to look after the operation of STP as mentioned below in the scope of work and also arrange to operate the plant on holidays if required.
- 3.2 Operation of STP comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, etc. together with the electrical panels and proper record of the same should be maintained with the signatures of the IGIDR persons concerned.
- 3.3 STP should be maintained in a proper and working condition/state at all times and the Contractor shall keep all the area and surroundings at the site neat and clean.
- 3.4 The Contractor should take all the required/necessary precautions and observe all the necessary safety measures during the progress of work and to cause the least inconvenience to the occupants.

#### **4. CONTRACTOR'S COVENANTS AND RIGHTS**

The Contractor covenants with IGIDR as under:-

- 4.1 The Contractor shall employ such number of skilled workers as agreed to by IGIDR for the satisfactory fulfillment of his contractual obligations. The workers shall have good character and be well behaved. It shall furnish in writing the names, age, residential addresses, qualifications, specimen signature or thumb impression and photograph of all workers whom it proposes to employ for the purpose of this Agreement before they are so employed and IGIDR will be at 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 IGIDR 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.
- 4.2 The Contractor will have to carry out the work as per the instructions issued by IGIDR authorities from time to time and submit work schedule for their approval. In the event, any damage is caused to properties belonging to IGIDR or any other agency within the campus by the employees of the Contractor, appropriate amount shall be deducted from its bill.
- 4.3 In the event of any or all workers failing to attend the job, appropriate amount shall be deducted from its bill.
- 4.4 It is specifically agreed that neither contractor nor any of the workmen engaged by the Contractor, shall at any time claim any benefit of employment, lien on employment or permanency of employment with the IGIDR, by virtue of having worked as contractor and its workmen having worked as its contract workmen as per this Agreement.
- 4.5 The contract with IGIDR and the employment of contract labour by the Contractor shall be in accordance with the provisions of contract labour act, and the Contractor shall discharge responsibilities as immediate employer as provided in the said Act. In particular, the Contractor shall pay to the contract workmen, wages not below the minimum wages as announced by the appropriate Government as may be applicable to the different categories of workmen engaged by the Contractor. The Contractor shall also be responsible for granting the workmen the statutory benefits as applicable to them under the provisions of contract labour act. The Contractor shall maintain records of all such payments made by him and produce the same to IGIDR on demand.



- 4.6 In case any of the workmen, engaged by the Contractor, meets with fatal accident or injury arising out of or in the course of their employment, then the Contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.
- 4.7 The Contractor shall maintain up to-date records required to be maintained under the provisions of the contract labour act, as well as any other act applicable to the contract workmen. The Contractor shall also keep all such records in the premises of IGIDR Campus at Goregaon (East) and produce them, on demand, before any authorized officer of IGIDR or any authorized Government Officer for inspection.
- 4.8 In case of default by the contractor in payment to any workmen and to any Government authority in breach of contract of employment or breach of any statutory provisions as applicable, IGIDR shall be, at all times, entitled to recover the said amount from the contractor as debit payable by the Contractor to IGIDR and the Contractor will be liable for the debt of such amount to IGIDR.
- 4.9 The Contractor shall be paid the wages of the workers as per the minimum wages act as announced by the appropriate Government from time to time as consideration towards the satisfactory discharge of its contractual obligations under this Agreement. The Contractor shall pay the employer's contribution towards the P.F., ESIC and bonus as per the relevant Acts, leave salary, cost of uniform (2 pairs every year), and Rainwear & Rain shoes (once in 2 years) to be used while on duty in the campus. In addition to the above, the Contractor may take out necessary insurance cover at its cost, the premium amount of which will be reimbursed to the Contractor as per the norms followed.
- 4.10 The Contractor shall transfer salary to the employee in their respective bank account and ensures that the employee/worker should be holding the saving bank account and the same should be recorded. The Contractor shall attach ESIC, EPF Challan, GST Challan, also certificate showing details such as Name of employee, Bank Account No., ESIC No, PF No., Amount of salary paid, Amount of employee and employer contribution towards PF & ESIC. The Contractor shall maintain records of all such payments made by it and produce the same to IGIDR on demand. The Contractor may take out necessary cover for workmen compensation policy at its cost, the premium amount of which will be reimbursed to the contractor as per the norms followed and provide the necessary proof to IGIDR.
- 4.11 The Contractor shall indemnify and keep harmless IGIDR from any claim, damages, compensation, actions, losses, costs, charges, expenses, demands of whatsoever nature raised by an 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.

## **5. INSTITUTE'S COVENANTS & RIGHTS:**

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 after receipt of certified invoice.

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.

5.7 The Institute shall provide administrative assistance to the Contractor towards obtaining of any permissions from the municipal and statutory authorities for the work towards this Agreement.

## **6. INDEMNITY**

6.1 The Contractor agrees to keep IGIDR indemnified against direct losses, damages, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which IGIDR may suffer or incur directly as a result of rendering the Services to IGIDR under this Agreement.

6.2 The Contractor shall keep IGIDR indemnified in case any action is taken against IGIDR by any authorities on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If IGIDR is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, IGIDR shall have the right to deduct any money due to the Contractor. IGIDR shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by IGIDR.

**7. TERMINATION**

- 7.1 It is agreed, without prejudice to any other remedy available to IGIDR, in case of default on the part of the Contractor in the performance of this Agreement or in the discharge of any contractual obligations arising out of this Agreement or if the Contractor commits substantial breach of his obligations and such breach is not corrected within 30 (thirty) days from the date of receipt of the notice specifying the breach, by the Contractor, IGIDR may terminate this Agreement by giving a 30 (thirty) days written notice of intended termination to the Contractor.
- 7.2 In the event of this Agreement being terminated, IGIDR shall be liable to make payments of the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor.
- 7.3 Notwithstanding anything contained herein above, IGIDR may terminate this Agreement at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of IGIDR to recover any money becoming due and payable to IGIDR under this Agreement. The Contractor may terminate this Agreement at any time by giving two months' notice to IGIDR without assigning any reason thereof.
- 7.4 Forthwith on the expiry or earlier termination of this Agreement, the Contractor shall, return to IGIDR all materials and equipment, belonging to IGIDR with regard to this Agreement.

**8. WAIVER:**

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

**9. ASSIGNMENT:**

The Contractor shall not assign or otherwise deal with all or any of his rights and obligations under this Agreement without the prior written consent of IGIDR

**10. SEVERABILITY:**

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

**11. AMENDMENT**

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

**12. DISPUTE RESOLUTION**

12.1 In the event of any dispute as to the subject matter of the present Agreement arises, the parties hereto shall submit to mediation before the Registrar of IGIDR. IN the event either party is dissatisfied with the decision of the Registrar, the dispute shall be resolved in accordance with clause 11.2 below

12.2 In the event that the Contractor disagrees with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, 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 a Sole Arbitrator to be appointed by IGIDR. 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 Arbitrator shall be final, conclusive and binding upon the Contractor and IGIDR.

**13. GOVERNING LAW AND JURISDICTION**

The law governing this Agreement shall be the laws of India, shall be limited to the Courts in Mumbai, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

**14. STAMP DUTY**

The Parties agree that stamp duty payable on this Agreement shall be borne and paid by the Contractor alone.

**IN WITNESS WHEREOF** the parties have 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

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

For and on behalf of

M/s.

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Counter-signed by:

In the presence of witnesses:

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

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**

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.