

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

**TENDER DOCUMENT**

**FOR**

**Annual Contract for Operation of Sewage Treatment Plant (STP) in the  
Institute's Campus**

**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 28416399.

## INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

### Notice Inviting Quotation

“NAME OF THE WORK: “Annual Contract for operation of STP 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 for the following work:

Name of work	Estimated Contract Value (Rs.)	EMD (Rs.)	Period of Contract
(1)	(2)	(3)	(4)
<b>Annual Contract for operation of STP in the Institute’s Campus</b>	<b>4,70,000.00 (With GST)</b>	<b>Rs. 9,500.00</b>	<b>1<sup>st</sup> April 2019 To 31<sup>st</sup> March 2020</b>

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.9500.00 (Rupees Nine 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 Contract for operation of STP in the Institute’s 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.

**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 STP

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 Nine thousand and 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 Contract for operation of STP in the Institute’s Campus” at IGIDR, Goregaon (E), Mumbai-400065.**

1. Applicant has to deposit Earnest Money of Rs. 9500. 00 (Rupees Nine 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 Contract for operation of STP in the Institute’s Campus” at IGIDR.** 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 staff salary, PF, ESIC, overhead, profit, material/spares costs 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 payment towards bonus and any leave encashment to worker shall be paid extra at actual as per minimum wage act. In case if institute will provide the uniforms to workers the same amount shall be recovered from the bill of successful bidder.
- 18.** 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 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 employ adequate number of persons as agreed by 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.
4. The successful bidder shall decide the mode and manner of work to be done by his workmen.
5. 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.
6. 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.
7. 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.
8. The successful bidder shall use only approved brand materials if any required.
9. The work has to be carried out with least inconvenience to the staff.
10. 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.
11. The successful bidder should have valid labour license from Labour Commissioner wherever the number of laborers' engaged is 50 or more.
12. 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.

13. 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. Any workers absorbed from the 15 workers are deemed to be selected candidates.
14. 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, copy of ESIC, PF challan, ECR statement, GST challan etc to be furnished along with the next month's bill.
15. Any damage cause to any of Institute's properties shall be made good by the contractor at their own cost.
16. 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 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 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.

**9. Payment Terms:**

Payment shall be made to the contractor after successful completion of month within 7 days of submission of certified invoice along with supporting documents.

10. **Tenure of Contract:** Initially the contract period shall be from 1<sup>st</sup> April 2019 till 31<sup>st</sup> March 2020 however it can be extended for further 02 years based of review of performance of contractor on yearly basis on same rates (except revision of rates if agreed), terms & conditions if performance found satisfactory.

**11. Penalty:**

In the event of any breach of any of the terms & conditions of the contract or bidder neglects, delays or fails to perform the contract, IGIDR reserves right to forfeit the security deposit. The security deposit shall not bear any interest.

12. 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.

**13. 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.

(c) 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

With the seal of their company

Date :

**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 05 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 and ESIC
  - d) Copy of Registration of Goods & Service Tax and PAN
  - e) Copy of Registration of Labour License if applicable
  - f) The bidder shall have an average annual turnover of **Rs.4.70 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.
  - g) The bidder should have experience in successful execution of similar works in last 7 years
    - i) At least 01 similar work of value not less than **Rupees 3, 76,000.00 or**
    - ii) At least 02 similar works of value not less than **Rupees 2, 35,000.00 or**
    - iii) At least 03 similar works of value not less than **Rupees 1, 88,000.00**  
(Copy of Work orders/completion certificates to be submitted).
  - h) List of clients and copy of certificate of appreciation if any.
  - i) 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**

**Name of Work: Annual Contract for operation of STP at IGIDR**

**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:**

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.
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. 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. 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.
2. The Contractor shall be responsible for its use and has to maintain and upkeep the same in proper order.

## SECTION 'G'

### ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the \_\_\_ day of -----, 2019

### AGREEMENT FOR AC AND WATER COOLER MAINTENANCE

#### Between

This deed of agreement made and executed this \_\_\_\_\_, **Two Thousand Nineteen (2019)** between the **INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**, a Society established by Reserve Bank of India and registered under the Societies Registration Act, 1860 and located at General Arun Kumar Vaidya Marg, Goregaon (E), Mumbai- 400065. (herein after referred to as “the IGIDR” which expression shall, unless repugnant to the context of meaning thereof, includes the successors and assignees of the IGIDR) of the ONE PART

AND

M/s....., having its office at ----- hereinafter referred to as “the contractor”, which expression shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators on the other part.

**WHEREAS** the IGIDR is desirous of awarding the contract for operation of STP at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065.

**WHEREAS** the contractor has agreed to undertake the contract for operation of STP work AND **WHEREAS** the IGIDR has decided to entrust the operation of STP work to the said contractor.

**Now therefore, this agreement witness as follows:**

1. This contract will be valid for a period of one year from \_\_\_\_\_ **2019**. However, it can be terminated at any time by either side giving one month’s notice.

**2. PAYMENT TERMS:**

IGIDR will pay an aggregate sum of **Rs. -----/- (Rupees----- only)** per month to M/s. ----- for this assignment. The amount is inclusive of

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

#### **a. 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.

#### **b. Scope of Work:**

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.
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. 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. The contractor will employ such number of skilled workers as agreed to by the IGIDR for the satisfactory fulfillment of his contractual obligations. The workers shall have good character and be well behaved. He shall furnish in writing the names, age, residential addresses, qualifications, specimen signature or thumb impression and photograph of all workers whom he proposes to employ for the purpose of this agreement before they are so employed and the IGIDR will be at liberty to forbid the employment of any person whom it may consider undesirable. The workers engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by the 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.
5. The Contractor will have to carry out the work as per the instructions issued by the 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 his bill.

6. In the event of any or all workers failing to attend the job, appropriate amount shall be deducted from his bill.
7. 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 his workmen having worked as his contract workmen as per this agreement.
8. The contract with the 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 the IGIDR on demand.
9. 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.
10. 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 the IGIDR at Goregaon (East) and produce them, on demand, before any authorized officer of the IGIDR or any authorized Government Officer for inspection.
11. 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, the IGIDR shall be, at all times, entitled to recover the said amount from the contractor as debit payable by the contractor to the IGIDR and the contractor will be liable for the debt of such amount to the IGIDR.



**12.** 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 his contractual obligations under this contract. 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 his cost, the premium amount of which will be reimbursed to the contractor as per the norms followed.

The contractor shall transfers 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. He should attach ESIC, EPF Challan, GST Challan and previous month's bank statement, indicating payment made to the laborers, with the bill. 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 him and produce the same to the IGIDR on demand. The contractor may take out necessary cover for workmen compensation policy at his cost, the premium amount of which will be reimbursed to the contractor as per the norms followed and provide the necessary proof to IGIDR.

**13.** The materials or spares required for maintenance of the Air Conditioning units and Water Coolers will be provided by the Contractor to the Institute.

**14.** The Contractor shall indemnify and keep harmless the 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, Directions, notices, instructions issued by the various competent authorities from time to time so far as it relates to the employees of the said contractor.

**15.** The decision of the IGIDR with regard to any dispute arising out of this contract shall be final.

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 IGIDR.

for and on behalf of  
M/s. -----

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Counter-signed by:

In the presence of witnesses:

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

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

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

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