



भाकृअनुप - भारतीयमृदाएवंजलसंरक्षणसंस्थान
I C A R - INDIAN INSTITUTE OF SOIL & WATER CONSERVATION
अनुसंधानकेंद्र, पोस्टबॉक्सनं: 12, सुनाबेडा-763002, जिला:कोरापुट (ओडिशा)
RESEARCH CENTRE, POST BOX NO:12, SUNABEDA-763 002, DIST: KORAPUT (ODISHA)
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ISO 9001:2015

No. REWARD_IISWC_KPT_2022-23/

Dated: 05-12-2022

E-PROCUREMENT TENDER NOTICE

Online Bids are here by invited on behalf of the Director IISWC, Dehradun in **two bid system** (Technical & Financial) from interested firms for contract for **Laying of Vittrified tiles” at ICAR-IISWC, RC, Main Office building & at Research Farm Office building Sunabeda**. Detailed information/Instructions are containing terms and conditions governing the Contract for the work as well as tender document are **available on the Website: <https://eprocure.gov.in/eprocure/app> and www.cswcrtiweb.org**.

Details of Tender Deposits:

S#	Name of the items	Location	Specification of the Item	Estimated amount of the work(Rs.)	EMD in Rs.	Period of Completion
1	Laying of Vittrified tiles	ICAR-IISWC, RC, Main Office building & at Research Farm Office building Sunabeda	Enclosed Annexure-I	3,00,000-00	7500.00	75 days after the contract agreement date

The tender document contains the following:

Annexure-I	-	Scope of work/duties to be performed.
Annexure-II	-	Instructions for online bid submission and main terms & conditions.
Annexure-III	-	General terms & conditions.
Annexure-IV	-	Undertaking to be given by the firm
Annexure-V	-	Technical Bid
Annexure-VI	-	Financial Bid
Annexure-VII	-	Specimen of agreement.
Annexure-VIII	-	Specimen of Receipt of deposition of original EMD

Tender Schedule

Tender No.	01-REWARD_IISWC_KPT/2022-23
Date and Time for Issue/Publishing	2 PM on 06-12-2022
Document Download/Start Date and time	3 PM on 06-12-2022
Bid Submission start Date and Time	4 PM on 06-12-2022
Document Download/Sale End Date and time	5pm on 20-12-2022
Date and Time for Opening of Bids	11 am on 22-12-2022
Validity of Tender	90 days from the date of opening

Address for Communication	Head of the Centre, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Post Box No.12, Sunabeda-763 002, Dist: Koraput (Odisha) Website: https://eprocure.gov.in/eprocure/app , www.cswcrtiweb.org E-mail- cswcrtikoraput@gmail.com
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The Instruction for uploading the tender/bid/quotation may be obtained from the webs ite of CPP portal i.e. <http://eprocure.gov.in>.

Tender form, terms & conditions and draft agreement can be downloaded from the webs ite <http://eprocure.gov.in> and www.cswcrti.org.in specified above. On-line bids complete in all respects should be submitted through CPP portal <http://eprocure.gov.in/eprocure/app> only on or before the last date and time.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time.

The Director of the Institute / Head of the Centre, ICAR-IISWC, RC, Koraput reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

Head of the Centre
ICAR-IISWC, RC, Koraput

Annexure-I

ICAR- INDIAN INSTITUTE OF SOIL & WATER CONSERVATION
RESEARCH CENTRE, SUNABEDA-763002, DIST: KORAPUT (ODISHA)

Scope of Work

The ICAR-IISWC, RC, Sunabeda, is located in Dist:Koraput. The works should be carried out at the following location:-

1	ICAR-IISWC, Research Centre, Main Office Building, Sunabeda
2	ICAR-IISWC, Research Centre, Research Farm Office Building, Sunabeda

S#	Particulars	Qty.	Unit
1	Laying Glossy Double charged Vitrified Floor Tile with different sizes laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS:15477, in average 6mm thickness, size of tile 600X600mm (60cm X 60cm) including dismantling of existing CC / marble floor upto 1.5" to 2" depth (as per site situation) by manually / mechanically means including disposal of material within 50meters lead as per direction of Engineer-in-charge, removal of existing Alluminium / Wood panel doors (30nos.) and refixing and adjusting doors wherever required (only tiles will be supplied free of cost by ICAR-IISWC, RC, Sunabeda)	Sqm.	1000

Note:- Rates should be quoted for per sqm.

The technical and financial bid should submitted separately.

**ICAR-Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist: Koraput**

E-tender notice for Laying of Vitrified tiles

From,
Head of the Centre
ICAR-IISWC, RC, Koraput

To,

.....

.....

Dear Sir(s),

Online Bids are here by invited on behalf of the Director IISWC, Dehradun in two bid system (Technical & Financial) from the eligible Government registered firms/ contractors for **“Laying of Vitrified tiles.”**

Instruction for E - Tendering:

1. An earnest money of **requisite amount** must be deposited in the form of **demand draft** in favor of **“Head, ICAR-IISWC, RC” payable at State Bank of India, Sunabeda.**
2. The earnest money (**demand draft**) has to be deposited with the Office at Sunabeda well in time and obtain the receipt of the same.
3. The scanned copy of the **receipt** as well as of the Demand draft is to be uploaded along with the Technical Bid, **failing which the technical bid will be rejected.**
4. The EMD of unsuccessful bidder shall be returned only after the completion of codal formalities on receipt of written request.
5. In case the successful bidder does not accept the offer, the EMD shall be forfeited. No interest on EMD shall be paid by the Institute.
6. **Original certificate in Non-judicial stamp paper** of Rs.100/- (**Annexure-IV**) has to be deposited with the Centre at Sunabeda and obtain the receipt of the same which is to be uploaded along with the Technical Bid, **failing which the technical bid will be rejected.**
7. **Enlistment Order** from any Central Govt. /State Govt. /PSU valid at least up to the completion period of the job has to be uploaded along with the technical bid, failing which the technical bid will be rejected.
8. **GST** registration certificate and **PAN** has to be uploaded along with the technical bid, failing which the technical bid will be rejected.
9. **Annexure-V** has to be uploaded along with the technical bid.
10. Self attested ITR for the last two financial years has to be uploaded along with the technical bid.
11. All the documents which are being uploaded have to signed with seal.

Terms and Conditions:

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the IISWC as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite work in accordance with the requirements stated in the scope of work.
2. Each bidder should submit only one bid for this tender.
3. The firm to whom contract will be finally awarded shall not transfer or sub-let the contract to other firm.
4. The firms are being permitted to give tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with the foregoing stipulations the amount of EMD will be forfeited. In the event of the offer made by the tenderer not being accepted, the amount of EMD will be refunded to him after he has applied for the same in the manner prescribed by the IISWC.
5. Annexure/supporting document of the tender form (Duly signed and sealed by the firm) should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer with proper seal of the firm. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.
6. Tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
7. If a tenderer does not accept the offer, after issue of letter of award by IISWC within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
8. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the IISWC shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer. The Tenderer may also affix seal of firm and signature of authorized signatory in all tender/supporting documents.

9. The rates quoted by each firm for the work in tenders be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened online by the authorized officers. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at IISWC. The name and address of the representative who would be attending the opening of the tenders on firm's behalf should be indicated in tender document. Name and address of permanent representative of the tenderer, if any, may also be indicated.
10. **Performance Security Deposit of 3% of the total amount of work order is to be deposited by the successful bidder to whom contract is awarded.** The Performance Security Deposit is to be deposited only after receiving a communication from the IISWC. In the event of non-deposition of the same, the earnest money will be forfeited and contract shall be cancelled. The performance security shall be returned to the firm after completion of contract period (including extendable period, if any) + one year and no interest on Performance Security shall be paid by the IISWC.
11. Firm have to quote the rates of each item as per scope of work in the prescribed **financial bid format (BOQ)**. No change/revision whatsoever in rates once quoted shall be accepted during the tenure of contract including extended period of contract under any circumstances. In case of more than one successful lowest bidders (L-1), the criteria shall be the maximum experience in government department.
12. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
13. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IISWC will not entertain any claim whatsoever in this respect. However, the income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from the final bill of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
14. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting "Nil" consideration/service charges shall be treated as unresponsive and will not be considered.
15. Director, IISWC, Derhadun /Head, IISWC, RC, Sunabeda reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
16. Decision of the Director, IISWC shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by consultation and in case of failure in settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-IISWC. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
17. Acceptance of offer of successful bidder by the Institute will be communicated by fax/speed/registered post or any other form of communication.
18. Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
19. Director, ICAR-IISWC reserves the right to modify any of the terms and conditions of the contract as mentioned in this tender document, at its discretion, in the interest of the job work/public interest.

20. Successful Bidder/tenderer will have to enter into a detailed contract agreement with IISWC on non-judicial stamp paper of Rs.100/- (One hundred only) for work as per the specimen attached with the tender document.
21. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

22. Liquidated damages clause;

- i. If the contractor fails to deliver the job or perform the work within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the total amount of the work order towards the delayed work for each week of delay or part thereof until actual delivery or performance up to a maximum deduction of 10%(ten percent) of the delayed work contract price.
- ii. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

Head of the Centre

**ICAR-Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist: Koraput**

E-tender notice for Laying of Vitrified tiles at ICAR-IISWC, RC, SUNABEDA

General Terms & Conditions:

Besides the terms & conditions mentioned in **Annexure-II**, the contract shall be further governed with the following terms & conditions:-

1. You may contact In charge (Works) for any clarification regarding the work.
2. The payment will be made after completion of work satisfactorily and submission of pre-receipted bill after deduction of taxes as per Govt. norms including 1% Water/EC charges.
3. The deduction of necessary Taxes as applicable will be made from the bill of the contractor.
4. In case of any loss/ theft/ sabotage to the Institute property, the department reserves the right to impose liquidity damages. Director, ICAR-IISWC, Dehradun reserves the right to cancel all the quotations or part thereof without assigning the reason what so ever. Any arbitration after acceptance of the quotation will not be entertained, and the decision of the Director, ICARIISWC, Dehradun will be final, binding and acceptable to the bidder.
5. When the works / repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.
6. The contractor shall execute the whole and every part of the work in the most substantial and Workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
7. The Director, IISWC, Dehradun reserves the right to reject any or all tenders in whole or in part without assigning any reason therefore. The decision of Director, IISWC, Dehradun Shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
8. The staff provided should also maintain secrecy and discipline in the premises of Institute.
9. The staff provided should be capable of doing the assigned work.
10. The agreement will be terminable with one month notice on either Side.
11. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.

12. The persons so provided by the agency under this Job Contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.
13. The rates may be quoted after physical inspection of the site, very detailed assessment/requirements of deployment of labour and required material for completion of the assigned job. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The Institute shall not bear any extra charge on any account whatsoever. No request for alteration in the rates once quoted will be permitted till the job is not completed.
14. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the IISWC from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IISWC shall be final and binding on the contractor.
15. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
16. The contractor must follow C.P.W.D. safety code while executing the work. Whole responsibility will be of contractor for any lack in safety in respect of the labour employed or structure under construction / repair.
17. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
18. The selected agency should make the payment to the persons so engaged by the contractor in the aforesaid services according to the wages fixed by the state/central Govt. whichever is higher. As and when wages enhanced by the Govt. contractor will be liable for enhanced payment of wages to the persons engaged in this contract. The Institute will not pay any enhanced wages to the contractor over and above the rate quoted and approved by the Institute during the period of the contract.
19. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
20. The Director of IISWC reserves the right to discontinue the Contract at any time, if the work is found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by rising a separate claim. The decision of Director of the Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Head of the Centre
ICAR-IISWC, RC, Koraput

**ICAR-Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist: Koraput**

E-tender notice for Laying of Vitrified tiles at ICAR-IISWC, RC, SUNABEDA

UNDERTAKING

Original copy of the certificate in Non-judicial stamp paper of Rs.100/- along with EMD to be submitted concerned Officer at the executing Office

(Scanned copy to be uploaded alongwith technical bid)

I/We have read and understood general terms and conditions contained in the limited tender document for Laying of Vitrified tiles at ICAR-IISWC, RC, SUNABEDA. I/We do hereby declare that all the details provided in this tender document are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha).

I/We do hereby also accept ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha) have the right to accept or reject this tender and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha) any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha) to approach Individuals, employees, firm and corporations to verify our competence and general reputation.

Name & Signature of Authorized signatory

Seal of the firm.....

Full Address:

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**ICAR-Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist: Koraput**

E-tender notice for Laying of Vittrified tiles at ICAR-IISWC, RC, SUNABEDA

Technical Bid

S#	Particular	Information/document to be provide by the firm
1	Name of the Firm	
2	Registered / Postal Address	
3	Scanned Copy of Permanent Account Number (PAN)	
4	Scanned Copy of GST/ Service Tax Registration No., as applicable	
5	Scanned Copy of the Enlistment Order	
6	License of the electrical firm, who will execute the electrical part of the job	
7	Scanned Copy of the Earnest Money Deposited (DD)	
8	Scanned Copy of the receipt of the Earnest Money Deposited (DD)	
9	The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.	
10	An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years. (As per annexure IV)	
11	Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid	
12	Any other relevant information	
13	Bank details: Scanned copy showing the following details	
	A Bank Name	
	B Branch Address	
	C Account No.	
	D Type of Account (Current/Savings)	
	E MICR No	
	F RTGS/NEFT Code	
Date:		
Name of the Authorized Signatory		
Place:		
Stamp & Signature		

Date:

Place-

Authorized Signatory

**ICAR-Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist: Koraput**

E-tender notice for Laying of Vitrified tiles at ICAR-IISWC, RC, SUNABEDA

FINANCIAL BID

- i. Name of the Firm (In Capital Letters) :-
- ii. Registered Address :-

- iii. Telephone No. :-
- iv. Address of operating Branch Address in Sunabeda :-

- v. Contact Person with contact number (duly authorized):-

Sir,

We wish to submit our financial bids (rates) for providing **Laying of Vitrified tiles at ICAR-IISWC, RC, SUNABEDA** on the following rates :-

I/we agree to forfeit the earnest money, if I/we fail to comply with any of the terms & conditions in whole or in part laid down in the Tender document.

I/we have carefully read the terms & conditions of the tender and agreed to abide by these in letter and spirit.

Name & Signature of Authorized signatory

Seal of the firm

Full Address:

DRAFT AGREEMENT

This agreement made thisday ofmonth Two thousand Twenty Two between year the Head of the Centre, ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Sunabeda (Koraput) herein after called the First Party and herein after called the Second Party.

WHEREAS the First Party is desirous of getting the at ICAR-Indian Institute of Soil & Water Conservation, Main Office Building & Research Farm Office building at Sunabeda by the said Second Party.

WHEREAS in pursuance of the above named Second Party's e-tender bid vide having been considered by the First Party, it has been decided by the First Party to award the said job work to the Second Party and whereas the said second party hereby agreed to execute the said job work of the First Party strictly as per the work order with the following terms and conditions:

TERMS AND CONDITIONS:

1. The work should be started with immediate effect after getting the work order from the Research Centre and should be completed within the stipulated time therefrom.
2. The contractor/firm/party (the party of the second part) should give the minimum wages to the labourer (s) as per the Govt. of India rates as amended from time to time including all other fringe benefits as per labor laws of Government of India.
3. The work should be started and completed as per the instructions given in writing from time to time by the party of the first part or their representative.
4. If the contractor does not abide by the conditions of the contract and does not complete the work satisfactorily in time, the contract will be terminated and thereby his security deposit will be forfeited.
5. If the work is not completed within the stipulated time or not done properly and thereby if the Research Centre suffers any loss, the contractor will have to compensate for the loss. In this connection the decision of the Head of the Centre for the amount of loss to be compensated will be final.
6. The contractor will submit the bill to the office of the First Party for the quantum of work done each time in triplicate for making payments following all essential formalities mentioned in the bid.
7. The contractor or persons engaged by him should not involve themselves in any unwanted activities harmful to the party of the first part and if they are found to be indulging in such unwanted activities, suitable action will be taken and they will be prosecuted as per rules / instructions. Also the contract may be withdrawn forfeiting the security deposit.
8. The contractor should ensure not to employ any worker of doubtful character (which he should get verified from the local police station) and submit the copy to the party of the first part.
9. The workers employed by the contractor will not have any right in any way to have an employment in the Research Centre neither on casual basis not against any permanent vacancy.
10. Income Tax will be deducted at source from the payment of the contractor as per the relevant rules. It is the sole responsibility of the second party to pay the GST as per norms and conditions of Govt. from time to time.

11. The party of the second part will be responsible for providing medical treatment to his workers deployed. The party of first part will not be responsible in any way for providing any compensation with respect to the injuries from the accident or death of the worker of the party of the second part while carrying out the works. The party of the second part should make his own arrangements for providing medicine / first aid etc. to his workers.
12. The contractor shall comply with the provisions of all laws including Employees State Insurance Act. Employees P.F Act. And timely payment of all their dues if any, in respect of the employees engaged by him for rendering the aforesaid services as per norms and shall keep THE EMPLOYER absolved from all acts and omissions, faults, breaches and / or claims, demands, loss, injury, death and expenses to which the EMPLOYER may be put or involved as a result of CONTRACTOR's failure to fulfill any of the above obligations and THE EMPLOYER shall be entitled to recover any such losses or expenses which it may have to suffer on account of such claims, demands, loss or injury from the CONTRACTOR's bill or from security deposit or from any money due to CONTRACTOR without prejudice to its any other rights under the law.
13. Rate of contract work will be the same as quoted by the party of the Second part and accepted by the party of the first part and as shown in the work order.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

That in consideration of the said acceptance letter/work order rates as also of agreement for good and faithful services to be rendered and performed by the Second Party in execution of the said contract work, subject to the terms and conditions as aforesaid, the contract for said work is hereby awarded to the said Second Party. That the second party hereby specifically agreed to execute the said contract work strictly as per the terms and conditions of the contract. And that the said second party shall be deemed to have carefully examined the specifications and all other documents forming part and parcel of the subject contract work and also to have satisfied himself as to the nature and character of the work to be executed, and shall carry out the contract work and complete executions of the said work to be entire satisfaction.

That the contract shall be deemed to have come into force with effect from...../...../2022 being the date of commencement of work, and the second party shall complete the work in all respects within the stipulated date of completion.

That it is agreed between the parties that the non exercise of any or all of the rights of the first party under this agreement will not in any manner amount to waiver of the rights of the first party contained in the terms and conditions of this contract and the liability of the second party either of past or future shall remain unaffected.

Notwithstanding anything mentioned by either party in any other documents whatsoever, only the conditions included in this agreement, the conditions laid down in the bid document published by the first part, General conditions of Contract, special conditions and all contract act(s), , schedule of materials, bill of quantities, drawings, acceptance letter and work order and any other conditions mutually agreed to by the parties subsequently, shall only prevail and all those documents shall be integral parts of this contract. In addition to what is included in the general conditions of this contract, it is once again specifically agreed to by the parties that they shall initiate suits and all other legal cases whatsoever arising out of or relating to the said contract work, the same shall be decided in arbitration as per the clauses agreed to by the parties in general conditions of the contract.

In witness whereof, the parties to this agreement have set their hands on the day, month and year aforementioned.

Liquidated Damage Clause: - In case firm's quotation is accepted and order is placed, the work against the order should be made/executed within 30 days failing which a sum equivalent to 1/2 % (half percent) of the total value of the item covered in the order will be imposed as Liquidity Damage on per day basis subject to a maximum of 10% (Ten percent) unless extension is obtained in writing from the office on valid ground before expiry of delivery period. Thereafter the work orders automatically deemed to be cancelled with forfeiture of EMD deposited by the firm.

Witness

Signature of the Ist party

1.

Signature of the IInd party.

**ICAR-Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist: Koraput**

Specimen of Receipt of deposition of original EMD

S#	Paticular	Details
1	Name of work	
2	NIT No	
3	Amount of Earnest money deposit	
4	Name of contractor	
5	Form of EMD (No. and Date) & Amount of Earnest money deposit	
6	Date of submission of EMD	
7	Original certificate in Non- judicial stamp paper of Rs.100/- (Annexure-IV)	
8	Dated Signature with stamp of the EMD	
9	Receiving officer	