

**Government of India**  
**Ministry of Agriculture and Farmers Welfare**  
**Department of Animal Husbandry, Dairying and Fisheries**



**TENDER FORM**  
**FOR OUTSOURCING THE SERVICES IN**  
**POULTRY FARM AND TRAINING INSTITUTE OPERATIONS**  
**(SKILLED AND UNSKILLED)**

Name :.....

Address:.....

Phone :..... Mobile:.....

e-mail :.....

**The Director**  
**Central Poultry Development Organization & Training Institute**  
**Hessarghatta, Bangalore -560 088**  
**Phone: 080-28466240,28466236,Fax: 080-28466444**  
**e-mail: cpdoti@gmail.com, www.cpdoti.org**



Government of India  
Ministry of Agriculture & Farmers Welfare  
Department of Animal Husbandry, Dairying & Fisheries  
**CENTRAL POULTRY DEVELOPMENT ORGANIZATION & TRAINING INSTITUTE**  
Hessarghatta, Bangalore-560 088

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**TENDER FORM**

F.No.CPDO&TI/CL/2015-16/

Date:

To

Sub: Inviting Tender for outsourcing of services in various poultry farm operations (Skilled & unskilled labours) at CPDOTI, Hessarghatta, Bangalore for the period of one year from 1.5.2016 to 31.3.2017 -reg.

Dear Sir (s)

With reference to the above, please find enclosed herewith one set of tender document for your use. You are requested to submit your competitive rates in a sealed cover well before the scheduled date and time for our consideration. This office does not take any responsibility for postal delay, if any occurred. Late tenders will not be considered under any circumstances.

Each column/blank be filled properly and every paper/documents enclosed with bid documents must be signed / stamped by the authorized signatory of the firms/company.

The tender rates to be remain open for acceptance upto 90 (ninety) days from the date of opening.

Encl: As above

Yours faithfully,

**DIRECTOR**  
**CPDO&TI, BANGALORE**

Cash receipt No (for purchase of Tender form) \_\_\_\_\_ Dated \_\_\_\_\_ Rs. \_\_\_\_\_

Government of India  
Ministry of Agriculture & Farmers Welfare  
Department of Animal Husbandry, Dairying and Fisheries

Central Poultry Development Organization & Training Institute  
Hessarghatta, Bangalore-560 088.  
Phone No.080-28466240,28466236 Fax:080-28466444  
E-mail: cpdoti@gmail.com

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INVITATION OF TENDER DOCUMENTS FOR OUTSOURCING THE SERVICES IN VARIOUS  
POULTRY FARM OPERATIONS AND TRAINING INSTITUTION (SKILLED & UNSKILLED) FOR  
ONE YEAR OR THE TERM OF THE ORGANIZATION, WHICHEVER IS EARLIER FROM  
SERVICE PROVIDER AGENCIES/FIRMS

INSTRUCTION TO BIDDERS

1. Sealed tenders in conformity with the tender call notice are invited by the Director, Central Poultry Development organization & Training Institute, Govt. of India, Ministry of Agriculture & Farmers welfare, Deptt. of Animal Husbandry, Dairying & Fisheries, from reputed and experienced service provider Agencies/Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, ISO 9001-2008 Certificate and PAN Card, up to date VAT clearance Certificate and having similar line of business for more than 5 years towards outsourcing the services in various poultry farm and training institute operations (Skilled & Unskilled) in Central/State Govt establishment/Autonomous bodies of Govt. of India/ Corporation of Govt. of India in its offices in Hessarghatta, Bangalore. The service providers should have local Offices at Bangalore to ensure satisfactory fulfillment of contractual obligations.
2. The Service Provider Agencies/Firms having good track record, proof of qualified manpower and relevant experience are eligible to apply. They should produce satisfactory work completion certificate of appropriate value of work and a certificate showing annual turnover for a minimum of two preceding years for not less than 50% of the estimated cost of the present contract.
3. Cost of Tender form: Tender document containing detailed specifications with terms & conditions are obtainable from the office of undersigned on all working days on payment of Rs. 500/- by cash or Rs. 550.00 by post by Demand Draft (both non-refundable). Tender documents may also be downloaded from the website [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.cpdoti.org](http://www.cpdoti.org) for which the tender fees of Rs. 500/- in the shape of demand draft should be enclosed with the tender document otherwise the tender shall not be entertained and liable to be rejected. The Director, CPDO&TI, Bangalore will not be held responsible for any kind of postal delay or delay in delivery of the documents/or non-receipt of the documents (if any).
4. Period of contract: The initial period of contract is for one year or the term proposed by Director, CPDO&TI, Bangalore whichever is earlier. The Director, CPDO&TI, Bangalore reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the organization, for any justifiable reasons, not mandatory to be communicated to the tenderer.
5. Two-Bid System: The tenders should be submitted in two sealed covers as indicated below:
  - A. The first sealed cover should be superscribed "Technical Bid" and should contain
    - i. Checklist of documents submitted (Annexure-I)
    - ii. The Performa at Annexure-II duly filled in.
    - iii. An undertaking to be signed by the service agencies/contractor/Contract agencies (Annexure-III)
    - iv. Acceptance of terms and conditions there under.
    - v. Demand Draft for Earnest Money Deposit.
    - vi. Demand Draft/cash receipt towards the cost of Tender document.
    - vii. Agency profile including details of previous experience of manpower supply to Government/Semi Government/Autonomous Agencies.
    - viii. Any other required relevant documents.
  - B. The second sealed envelope superscribed "Financial/Price Bid" should contain only rates at which manpower will be provided, which is to be quoted on daily basis for normal duty of 8 hours per day per person for for a man day (Annexure-V).
  - C. Both the sealed covers should be placed in the main sealed envelope superscribed "Tender for Outsourcing the services".

6. Last date and time for depositing the Bids: The bid should be sent by post or by hand delivered latest by **2.30 pm of 27.04.2016** in the office of Director, Central Poultry Development Organization & Training Institute, Bangalore. Tenders to be hand delivered should be put in the tender box, which will be kept in the Administrative block of the Central Poultry Development Organization & Training Institute, Hessarghatta, Bangalore.
7. Time, date and place for opening of the Tenders: The tender will be opened on 27.04.2016 at 3pm at the Conference hall in office of the Director, CPDO&TI, Bangalore in presence of the tenderers or their authorized representatives. In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer if any, may also be indicated. Rates and important technical/financial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
8. Late Tender(s): Tenders received after the due date and time will be summarily rejected and returned unopened to the tenderer. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Incomplete and conditional tenders shall not be accepted.
9. Clarification regarding contents of the Tender: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Director, CPDO&TI in writing about the clarifications sought not later than 7 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the service provider will be sent to all prospective bidders who have received the bidding documents.
10. Modification and Withdrawal of Tender: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Director, CPDO&TI prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. **Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.**
11. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Director, CPDO &TI may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. Period of validity of Tender:
  - a. Tender should remain valid till 90 days from the last date of submission of the Tenders. A tender valid for a shorter period shall be rejected by the Director, CPDO&TI, Bangalore as non-responsive.
  - b. In exceptional circumstances, the Director, CPDO&TI, Bangalore may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The Earnest Money provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money. A Tenderer granting the request will not be permitted to modify its tender condition.
13. Bid Security (Earnest Money):
  - a. An Earnest money (Bid Security) of Rs.20000/- (Rupees Twenty thousand Only) to be deposited along with the bid, in the form of Demand Draft / Fixed Deposit Receipt drawn in a reputable nationalized bank/commercialized bank, duly pledged in favour of "Director, CPDO&TI, Bangalore" and valid for three months from the date of opening of tender, failing which the bid shall not be considered valid.
  - b. The tender will not be considered if earnest money is not deposited or insufficient earnest money is deposited with the tender.
  - c. The tenderer is being permitted to give tender in consideration of the stipulations on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Director, CPDO&TI, Bangalore.

- d. Unsuccessful Tenderer's Earnest Money will be discharged or returned as promptly as possible as but not later than thirty days.
- e. The successful Tenderer's Earnest Money will be discharged upon the Tenderer signing the contract.
- f. The Earnest Money may be forfeited if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender form, or in case of a successful Tenderer, if the Tenderers fails to sign the contract/service agreement.
- g. Failure of the successful Tenderer to sign the contract and/or fail to furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the Director, Director, CPDO&TI, Bangalore may make the award to the next lowest evaluated tenderer or call for new tenders.

**14. Quotation of rate:**

- a. The rate should be quoted keeping in view all statutory liabilities (like minimum wages recommended by State/Central Govt., labour authority, EPF, ESI, and Services Tax etc.), other factors like service charge, cost of input etc. If the quoted rates found lower than minimum prescribed liabilities the same may not be considered by the organization for award of the contract.
- b. The rates for different category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act- 1970 and the Minimum Wages Act 1948.
- c. The rate of wages, statutory dues and other allowances etc under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed Annexure-IV.
- d. The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection and in such cases, the tender cost shall not be returned to the tenderer(s).
- e. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contractor/Contract agency will make payment to his employees at the revised rates whenever any increase/revision in minimum wages or in the rates of social security provisions during current period contract. The contractor/Contract agency should not claim any arrears or enhancement to CPDO&TI in this regard.
- f. Service Charges shall be paid at applicable D.C. rates only.

**15. Evaluation of Bid:**

- a. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies.
- b. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation.
- c. The final selection would be made on the basis of Combined Quality Cum Cost Based Selection (CQCCBS). Further, in case the lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis.
- d. If a firm quote Nil service charges and/or below the minimum wages as per rate recommended by State/Central Govt., labour authority /Dy. Commissioner, Bangalore, the bid shall be treated as unresponsive and will not be considered.
- e. If a firm quotes NIL service charges and/or below the minimum wages as per rate recommended by Dy. Labour Commissioner, Govt. of India, the bid shall be treated as unresponsive and will not be considered. The rates found lower than minimum prescribed liabilities (like minimum wages, EPF, ESI and Services Tax etc.) shall be summarily rejected.
- f. It may be specifically noted that rates found lower than minimum prescribed liabilities (like minimum wages recommended by State/Central Govt., labour authority /Deputy Commissioner-Bangalore, EPF, ESI, and Services Tax etc.) shall be summarily rejected
- g. The contract shall ordinarily be awarded to the lowest evaluated bidder and whose bid has been found to be responsive, complying with all statutory obligation/provisions, requirements and tender conditions and who is eligible and qualified to perform the contract satisfactorily.

16. **Adherence to Labour Laws/Rules:** The firm/contractor/Contract agency shall comply with all Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Central/State/ Bangalore from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970. The payment of wages by the contractor/Contract agency to its employees shall be made by ECS/Cheque and a certificate in the Firm's letter head be furnished to this Department every month alongwith a copy of the Acquaintance Roll duly signed by the concerned employees, in confirmation of payment of minimum wages/agreed salary and compliance of Labour Laws etc. in each case.
17. **RIGHT TO ACCEPT OR REJECT TENDERS**
- A. The tender is liable to be rejected, inter-alia:**
- i. If it is not in conformity with the instructions mentioned in the tender paper.
  - ii. If it is not properly signed by the bidder.
  - iii. If it is received by Fax.
  - iv. If it is received after the expiry of the due date and time.
  - v. If it is not accompanied by other requisite documents.
  - vi. If it is conditional tender.
  - vii. if earnest money is not deposited or insufficient
  - viii. A list of manpower available with the firm with qualification must be enclosed along with the tender papers.
  - ix. Canvassing by the Bidder in any form.
  - x. Submission of more than one tender paper by a tenderer for a particular work.
- B. This office reserves the right to:**
- i. Accept / Reject any of the tender in full or part thereof.
  - ii. Revise the requirement of manpower at the time of placing the order.
  - iii. Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
  - iv. Reject any or all the tenders in part or full without assigning any reason thereof.
  - v. Award contracts to one or more bidders for the items covered by the tender.
18. **Scope of work:** To provide the services of labours (un-skilled) and data entry operator (skilled) during the period of contract as per the requirements and qualifications of personnel prescribed by this office, in the tender document.
19. **Notification of Award:**
- a. Acceptance both provisional and final regarding the job/work contract service will be by the Director, CPDO&TI, Bangalore or his authorized representative.
  - b. Prior to the expiration of the period of tender validity, the Director CPDO&TI, Bagnalore will notify the successful tenderer in writing by FAX/e-mail or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/e-mail etc, should be acted upon immediately.
  - c. The notification of award will constitute the formation of the contract.
  - d. If tenderer does not accept the offer, after issue of letter of award by the Director, CPDO&TI, Bangalore within 10 days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
20. **Security Money:**
- a. The security money equivalent to the extent of 10% of total estimate value of the tender has to be deposited by the successful tenderer for the contract in form of Fixed Deposit Receipt (FDR) of a nationalized bank drawn in favour of "Pay & Accounts Officer, Chennai".. Security deposit remains valid for a period of sixty days (60) beyond the date of completion of all contractual obligations of the supplier. In the event of non-deposition of the same within 10 days after issue of letter of award by the Director, CPDO&TI, Bangalore, the earnest money will be forfeited.
  - b. The Security Deposit (as performance Security) shall be returned to the supplier on the expiry of the contract period on furnishing usual clearance/No Demand Certificate. The Security Deposit shall be returned on the expiry and termination on the Contract subject to conditions that the Agency has indemnified the Director, CPDO&TI, Bangalore for all payments to Govt statutory obligation.
  - c. Failure of the successful Tenderer to sign the contract and/or furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the Director, CPDO&TI, Bangalore may make the award to the next lowest evaluated tenderer or call for new tenders.
  - d. No interest on security deposit and earnest money deposit shall be paid by the Director, CPDO&TI, Bangalore to the tenderer.

21. The Schedules of the tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional pages must be numbered consecutively and be signed in full by the tenderer. 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 tender.
22. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is 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 or constituted attorney of such sole proprietor, or (ii) a partner of the firm if 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.
23. 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 tender and all other related documents 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, an enquiry it appears that the persons so signing had no authority to do so, the Director, Central Poultry Development Organization & Training Institute, Bangalore 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 tender and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
24. The Director, Central Poultry Development Organization & Training Institute, Hessarghatta, Bangalore reserves the right at the time of contract award to increase or decrease the quantity of manpower without any change in unit price or other terms and conditions.
25. Signing of Contract: The Agency, on award of the contract should execute an agreement on with Director, Central Poultry Development Organization & Training Institute, Hessarghatta, Bangalore incorporating of the terms and conditions.
26. Option clause: Due to un-avoidable circumstances and administrative reasons, the contract period may be extended by 50% (i.e 6 months) or less on same rate, terms and conditions.
27. Resolution of Disputes - Arbitration:
  - a. Decision of Director, CPDO&TI, Bangalore shall be final for any aspect of the contract and binding to all parties.
  - b. In the event of any dispute or difference between the parties thereto such disputes or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrators to appoint by Secretary, Ministry of Agriculture & farmers welfare (Department of Animal Husbandry, Dairying & Fisheries) on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Bangalore or any other place, as may be decided by the arbitrator. The language or arbitration proceedings shall be English. The arbitrator shall **make a reasoned award (the "Award") which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.**
  - c. Pending the submission of and/or decision on a dispute, difference or claim or unit the arbitral award is published; the parties shall continue to perform their entire obligation under this agreement without prejudice to a final adjustment in accordance with such award.
26. The Director, Central Poultry Development Organization & Training Institute, Hessarghatta, Bangalore reserves the right to accept or reject any tender, and to annual tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderer of the grounds for the Director's action.

## GENERAL CONDITIONS OF CONTRACT

Tenderers are advised to study carefully the various clauses contained in the Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit CPDO&TI, Bangalore and acquaint themselves with the nature and quantum of work involved before submitting the bids. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document submitted without the earnest money deposit will be summarily rejected.

- 1.0 The manpower will have to be supplied by the agency within 07 days of award of contract.
- 2.0 All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- 3.0 **JOB SPECIFICATION & SCOPE OF WORK:**
- 3.1 Job/work contract for providing various poultry farm operations services (unskilled) at CPDO&TI, Bangalore.
  - a. Cleaning and washing of poultry sheds, Feed mill, Hatchery & its surrounding.
  - b. Daily feeding, watering & handling of poultry birds for various activities.
  - c. Transportation of poultry birds to sale counter.
  - d. Removal of poultry manure.
  - e. Mixing & grinding of feed ingredients.
  - f. Supply of feed to poultry sheds.
  - g. Loading & unloading of poultry feed ingredients.
  - h. Cleaning & washing of incubator machines.
  - i. Assist to various hatchery operations.
  - j. Maintenance of general hygiene of the campus.
  - k. Cutting & removal of grass, uprooting of bushes, weed and vegetation. Pruning of trees near poultry shed, electrical poles and the road as directed by work In-charge.
  - l. Any other duty as prescribed by the work In-charge.
  - m. The working hours of contractual labour will be according farm operational hours.
- 3.2 Job/work contract for providing cleaning service (unskilled) at CPDO&TI, Bangalore.
  - a) Cleaning mopping and sweeping of office and guest house buildings.
  - b) Cleaning of toilets twice a day.
  - c) Cleaning of Metallic Road /Kacha Road including campus area/lawn area as per requirement.
  - d) Daily lifting of garbage of residential/office area.
  - e) Cleaning of window panes of office and guest house when ever required.
  - f) Removing of web of spiders.
  - g) Cleaning of corridors twice a day.
- 3.3 Job/work contract for providing skilled labour at CPDO&TI, Bangalore.
  - a) Computer application skill, internet application skill, web site management, uploading of documents in web site, etc.,
  - b) Typing and preparation of various reports, entry of various farm data.
  - c) Preparation of various bills, receipt and Despatch work and any other work as deem suitable.
  - e)Any other skill works such as tractor driver, masson, electrician, plumber, carpenter etc., when ever required.
- 4.0 **Contract Period & no. of Manpower:**
- 4.1 One year on commencement of supply order.
- 4.2 The work should be undertaken immediately on receipt of supply order.
- 4.3 The Director, CPDO&TI reserves the right of the contract period to increase or decrease the number and type of Manpower personnel without any change in unit price or other terms and conditions.
- 4.4 The service provider shall not assign, transfer, pledge or sub contract the performance of services.
- 5.1 **Working Hours:** Working hours would be normally 8 hours (including half an hour lunch break). The persons deployed shall be punctual and shall abide by the rule & directions of the Organization in this regard.
- 6.0 **Statutory Obligations:**



- 6.1 The contractor/Contract agency shall abide by and comply with the provisions of all the Acts, Rules and Notifications issued by Central/state Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
- i. Contract Labour (Regulation and Abolition) Act 1970
  - ii. Contract Labour (Regulation & Abolition) Central Rules 1971
  - iii. Payment of wages Act 1936, Payment of wages (Amendment) Act 2005
  - iv. Minimum Wages Act 1948, Minimum Wages (Central) rules 1957
  - v. Workmen Compensation Act 1923
  - vi. The EPF and Miscellaneous Provisions Act 1952
  - vii. Employees State Insurance Act 1948
  - viii. Industrial Disputes Act 1947, Industrial Disputes (Central ) rules 1957
  - ix. The Child Labour (Prohibition and Regulation) Act 1986
  - x. Equal Remuneration Act 1976
- 6.2 Liability arising due to failure to adhere to statutory or other legal provisions attributable to the contractor/Contract agency shall be borne by the contractor/Contract agency himself.
- 6.3 The contractor/Contract agency shall keep up to date records required to be maintained to comply with the provisions of all the Acts and Rules by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk. The Director, CPDO&TI, Bangalore or his authorized representative shall be entitled to inspect these records at any time.
- 6.4 The contractor/Contract agency should maintain the following records up to date and keep these for three years from the date of last entry under above Acts. These records shall be inspected by the authorized representative of the Director, CPDO&TI every month before payment:
- i. Register of workmen employed (Form XIII)
  - ii. Muster Roll (Form XIV)
  - iii. Register of Wages (Form XVII)
  - iv. Register of daily attendance countersigned by works-in-charge
  - v. Register of deduction for damage or loss (Form XX)
  - vi. Register of fines (Form XXI)
  - vii. Register of Advances (Form XXII)
  - viii. Register of overtime (at double the rate) (Form XXIII)
  - ix. Register of Accidents
  - x. The contractor/Contract agency shall issue and maintain records of the contract. The contractor/Contract agency should send half yearly return in Form XXIV.
  - xi. Issue Wage Slip one day before payment (Form XIX)
  - xii. Employment Card to each Workman (Form XIV)
  - xiii. Service certificate to terminated workmen (Form XV)
- 6.5 If a contractor/Contract agency is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.
- 6.6 The contractor/Contract agency shall indemnify CPDO&TI, Bangalore against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor/Contract agency shall conduct all legal proceedings as may be necessary without any cost to CPDO&TI. If due to any reason whatever, CPDO&TI, is liable to pay any liabilities of the contractor/Contract agency under any of the said laws etc; the same shall be recovered from the dues payable by the CPDO&TI, Bangalore to the contractor/Contract agency and /or from security deposit (s) furnished by the contractor/Contract agency.
- 6.7 The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
- 6.8 The contractor/Contract agency shall display on a notice board showing rate of wages, hours of work, wage period, date of payment of wages and date of payment of unpaid wages, holiday, name & inspectors having jurisdiction in Kannada, Hindi and English at the place specified by Director or by his authorized representative.
- 6.9 Labour Licence: The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office. The certified copy of the licence shall be presented to the Director soon after.

7.0 Execution of service agreement: The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/- non judicial stamp paper (format enclosed herewith at Annexure-VII) within 15 days of the offer of the contract. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the deployment of personnel to this office and shall continue to be in force in the same manner, unless terminated in writing.

8.1 The successful bidder should submit an affidavit to the effect that the agency has neither been blacklisted nor debarred by any authority.

8.3 You shall give an undertaking as enclosed ( Annexure-VIII) in the form of an affidavit of Rs. 5/- on non-judicial stamp paper (duly attested) by the Notary Public/ Executive Magistrate and the same shall be part of the agreement

8.4 You shall have to submit an Indemnity Bond (Annexure-IX) duly attested by the Executive Magistrate/ Notary Public.

8.5 The Indemnity Bond, Affidavit and Agreement shall be submitted within 15 days of the award of the contract failing which offer of contract is liable to be cancelled and the earnest money will be forfeited.

9.0 Work supervision & Control:

9.1 The Director, CPDO&TI will appoint a works in-charge and an Overall in-charge for control and supervision for smooth implementation of the contract on his behalf. These officers will verify all relevant documents, schedule, supervise, measure, record, inspect the work and prepare work completion certificate(s).

9.2 The contractor/Contract agency will depute one supervisor along with his workers on daily basis to CPDO&TI. The contractor/Contract agency shall also ensure physical availability of his munshi/overseer/supervisor for mustering IN/OUT the workmen at the gate of CPDO&TI and supervise their work on daily basis.

9.3 The attendance shall be recorded at the entrance gate of CPDO&TI at the start of work/shift. Daily attendance record shall be maintained by the contractor/Contract agency and counter signed daily by the authorized representative (nominated staff) of the Director, CPDO&TI. The penalty for the late comers should be imposed on formula basis at double rate of hourly wages basis.

9.4 The contractor/Contract agency has to provide the manpower on all farm working days. The number of man power requirement does not include „weekly off, leave, absence“ requirements. To make ensure deploying required manpower, the contractor/Contract agency shall maintain sufficient additional staff to met „weekly off, leave, absence“ requirements and additional manpower requirements above.

9.5 Leave reserves for weekly rest and other holidays/National holidays for workers shall be provided by the contractor/Contract agency and no extra charges will be paid by CPDO&TI, Bangalore.

9.6 The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.

9.7 The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month.

9.8 The contractor/Contract agency shall deploy the full complement of the personnel all the time and shall maintain a list of the replacers to provide the replacement and supplement the strength. In case of inability of personnel deputed to the job in this organization the same will be got done from the market at the cost of service provider and amount will be deducted from the bill presented in the CPDO&TI, Bangalore.

9.9 The Contractor/Contract agency or his authorized representative is responsible for the control of workers. The Director or his authorized representative (nominated staff) shall deal with the contractor/Contract agency or his authorized representative only.

9.10 The functional control over the personnel deployed by the Agency will rest with this Organization and the disciplinary/administrative/Technical control will be with the Agency.

9.11 The contractor/Contract agency's workers should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office. Changing of Supervisor/Staff should be intimated to the authorized representative (nominated staff) of the Director, CPDO&TI, Bangalore.

9.12 The contractor/Contract agency shall be responsible for the attendance of his staff in the CPDO&TI. In case of any staff of the agency remains absent or granted leave by them, they will sent/arrange his/her substitute otherwise a penalty of Rs. 100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the agency.

- 9.13 The contractor/Contract agency should have contingency planning/arrangements to meet events that may cause disruption in service like absenteeism etc.
- 9.14 The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 9.15 The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
- 9.16 This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office.
- 9.17 The contractor/Contract agency shall not change any workman without consent of the work in-charge.
- 9.18 The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work
- 9.19 The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 9.20 The personnel sent/deputed on job will be on the pay roll of the contractor/Contract agency and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, parentage, residential address, date of birth, academic qualification previous experience etc. along with a photograph of the person.
- 10.0 Skill & Qualification:
- 10.1 The supervisor and labourers should have adequate literary knowledge and experience in carrying out poultry management works in institutions.
- 10.2 They should also possess knowledge and experience in awareness of safety precautions to be observed in work, use of personal protective equipments and safe manual handling practices in feed mill operation and various poultry operations.
- 10.3 The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office.
- 10.4 The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
- 10.5 The contractor/Contract agency will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases.
- 10.6 The contractor/Contract agency shall not engage any person below the age of 18 years and any senior citizen for the work and they shall not interfere with the duties of the employees of this office. Employment of child labour may lead to the termination of the Contract.
- 10.7 The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the agency.
- 11.0 Safety & Security:
- 11.1 **The contractor/Contract agency persons will adhere to safe working practices and will take all safety measures necessary** for safety of his workmen. He will remain responsible for the safety of his engaged persons. The contractor/Contract agency should provide all necessary safety instructions, personal protective safety equipments to their engaged persons as applicable.
- 11.2 The contractor/Contract agency will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by CPDO&TI or his authorized representative and replaced with a new person.

- 11.3 CPDO&TI reserves right to disallow any or all of the contractor/Contract agency's men from being deployed inside the organization without assigning any reason.
- 11.4 If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. Compensation for damage to the property of the CPDO&TI will be as assessed by authorized representative(s) of the Director and shall be recoverable from the contractor/Contract agency at market value.
- 11.5 This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 11.6 The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- 11.7 The Service Provider/contractor/Contract agency shall at all times Indemnify and keep indemnified that the Director, CPDO&TI against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the CPDO&TI which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or the personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the CPDO&TI shall be as provided hereinbefore.
- 11.8 The Service Provider shall at all times indemnify and keep indemnified the CPDO&TI against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the CPDO&TI's premises or before and after that.
- 11.9 The Director, CPDO&TI will not be responsible either to the Contractor/Contract agency or to its workers deployed at this organization for any medical assistance/injuries/death or any kind of loss occurred to contractual labours. In case of any dispute, the decision of Director, CPDO&TI, Bangalore shall be final and binding on the contractor/Contract agency.
- 11.10 The contractor/Contract agency shall be take out the following policies to cover up all the risk and keep them till the successful completion of the contract-
- i. **Workmen's compensation for his all labourers.**
  - ii. **Risk/liability of 3<sup>rd</sup> party in case of any major loss / theft of Govt. property by contractor/Contract agency's workers.**
- 12.0 Uniform with colour specifications and pattern approved by CPDO&TI should be supplied by the contractor/Contract agency to his workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty. In case the employees of the contractor/Contract agency are not found in proper uniform, the CPDO&TI reserves the Right not to allow such persons within the premises. The agency will supply the complete uniforms to the staff in consultation with CPDO&TI within seven days from the date of entering into contract.
- 12.1 The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work.
- 12.2 The personnel who may be engaged by agency from time to time must carry the photo identity card, which shall have to be issued to him/her for the said purpose. The identity card should be worn by each personnel on their uniform which shall in turn give details regarding their full name, age, identity marks, Signature of the bearer and also of the issuing authority and seal.
- 13.0 **General:**
- 13.1 The person employed by the contractor/Contract agency, will have no right whatsoever to claim permanent/temporary employment in this organizations.
- 13.2 The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
- 13.3 There is no Master and Servant relationship between the employees of the service provider and this office and further the said persons of the service provider shall not claim any employment, engagement or absorption in this office, in future.
- 13.4 No housing/accommodation will be provided by CPDO&TI to the personnel deployed by the contractor/Contract agency.

- 13.5 The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider and the Organization shall not be liable or responsible on any of these accounts towards any personnel of the service provider
- 13.6 The person deployed by the contractor/Contract agency will not become member of any trade union of CPDO&TI. If personnel employed by the contractor/Contract agency indulge in union activity which affects the service obligation of the contractor/Contract agency/safety/security of the CPDO&TI, the contract will be liable to termination. In the event of violation, they will be debarred from entering CPDO&TI and contract can also be considered for termination and forfeiture of the security deposit.
- 13.7 The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.
- 13.8 The personnel deployed by the contractor/Contract agency shall be available at the place of work defined for them. They must not visit other places.
- 13.9 The contractor/Contract agency or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 13.10 The Director, CPDO&TI, Bangalore or his representatives shall be at liberty to check any time, the deployment of manpower by the contractor/Contract agency.
- 13.11 If the CPDO&TI notices that the personnel of the Contractor/Contract agency has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the contractor/Contract agency who will take corrective steps immediately to avoid recurrence of such incidents and reports to the CPDO&TI.
- 13.12 If any of the personnel of the contractor/Contract agency indulges in theft, negligence of any illegal/irregular activities, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
- 13.13 The manpower to be provided by the agency shall always remain the employee of the agency for all intends and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law.
- 13.14 The Service Provider shall at its own expenses make good any loss or damage suffered by the CPDO&TI as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the CPDO&TI or otherwise.
- 13.15 Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 13.16 The award of the contract will be subject to the fulfillment of the conditions laid down in Rules 157,158 and 160 of GFR as amended from time to time.
- 14.0 Payment of wages to the contracted labour (by contractor/Contract agency):
- 14.1 The payment of wages by the contractor/Contract agency to its employees shall be made by ECS/Cheque only and a certificate in the Firm's letter head be furnished to this office every month alongwith a copy of the Acquittance Roll duly signed by the concerned employees, in confirmation of payment of minimum wages/agreed salary and compliance of Labour Laws etc. in each case.
- 14.2 The contractor/Contract agency will pay wages to the person employed by him for the month on fixed day(s) as indicated in the notice board, not later than 5<sup>th</sup> of the following month irrespective of release of payment to him from CPDO&TI. Absentee payment will be made not later than 2 days of the scheduled payment day.
- 14.3 Wages to be paid without any deductions except those specified by special order or permissible under the Payments of Wages Act.
- 14.4 **In case of short/ non-payment, if the Director, CPDO&TI, Bangalore as principal employer, is required to pay the wages to the workers and the amount so paid shall be deducted from the bills of contractor/Contract agency along with the penalty @ 0.5% of the payment due for each week of delay or part thereof.**
- 14.5 The contractor/Contract agency shall pay wages not less than the minimum rate of wages fixed by the State govt./Central govt./Bangalore administration from time to time to the person engaged by him for work.
- 15.0 **Payment to the contractor/Contract agency:** The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects such as dated Acquittance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards E.P.F./ESI/ Service tax in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
- 15.1 Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

- 15.2 The measurement and payment will be made on the services provided and accepted in terms of man-days. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
- 15.4 The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.
- 15.5 The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by this office.
- 15.6 Payment of service Tax shall be production of documentary evidence of the payment of the same to the Excise Deptt.
- 15.7 The payment will be released to the contractor/Contract agency after submission of bill complete in all respect along with the production of following documents:
- Work completion certificate(s) from authorized representative of the Director, CPDO&TI for successful completion of work to claim payment.
  - The certification of attendance of the workmen should be in line with the authenticated muster cum wages register/muster roll and Authorized representative of the service provider shall record under his signature a certificate at the end of entries in the register of wages of the wages-cum-muster roll, as the case may be, in the following form:-  

"Certified that the amount shown in Column No.....has been paid to Sh.....(workman) in my presence on dated..... at.....(place)/ deposited in his bank Account No..... of .....bank.....branch vide Ch. No..... Dated .....
  - Proof of having disbursed salary to workers.
  - Payment of EPF shall be released on production of documentary evidence of deposit of employer's contribution to the workmen's account every month and EPF of employee's contribution deposition cash receipt (Challans) in original along with the self attested copy of the list of the employees with their EPF A/c number which the contractor/Contract agency have submitted to EPFO. In the event of failure to do so, a matching amount shall be held back from the payments due; this will be released after depositing the same to the **beneficiaries" accounts by the contractor/Contract agency.**
  - Payment of ESI shall be released on production of documentary evidence of deposition cash receipt (Challans) in original along with the self attested copy of the list of the employees with their ESI No. which the contractor/Contract agency have submitted to ESIO. In the event of failure to do so, a matching amount shall be held back from the payments due; this will be released after depositing the same to the **beneficiaries" accounts by the contractor/Contract agency.**
- 15.8 Payment to the contractor/Contract agency is liable to be held if he fails to make payment due to the workmen engaged by him within statutory time period.
- 15.9 Failure to provide services on a day may result in recovery at double the rate of payment. This means no payment for the services not provided and an equivalent penal recovery at the same rate.
- 15.10 The contractor/Contract agency shall compensate/pay to Government for loss/damage to Government property/material on account of failure/negligence/lapses in discharging contract within 48 hours of intimation by the Director, CPDO&TI, failing which the cost as worked out by the Director, CPDO&TI, Bangalore shall be deducted from the contractor/Contract agency's bill or from security deposit.
- 16.0 Details of arrangements to resolve complaints or dispute arising from service delivery:
- 16.1 If the required standards of service/performance indicators are not met, the authorized representative (nominated staff) of CPDO&TI shall discuss the matter with supervisor of the contractor/Contract agency to solve the issue.
- 16.2 If the required standards of service/performance indicators are still not met, the matter shall be reported to Office superintendent/Assistant Director, who shall take it up with the contractor/Contract agency.
- 16.3 If the required standards of service/performance indicators are still not met, the payment shall be withheld and contract may be terminated.
- 16.4 The contractor/Contract agency shall keep a complaint book to record any complaints on service/performance at the office of the Director, CPDO&TI. The complaints shall be acted upon and settled speedily. The complaint register should be produced to CPDO&TI, Bangalore authorities whenever required.
- 16.5 The contractor/Contract agency or his authorized representative will meet the Office superintendent/Assistant Director every fortnightly for review of the service/work done with a view of continuous improvement for the future.

- 17.0 Key performance indicator:
- i. Provision of minimum manpower.
  - ii. Ability to response to meet additional requirements when needed.
  - iii. Satisfactory completion of the work.
- 18.0 Extension to the validity of the contract or termination of contract:
- 18.1 The agreement can be terminated by either party by giving one month notice in advance. If the agency fails to give one month notice in writing for termination of the Agreement then one month wages etc and any amount due to the Service Provider from the office shall be forfeited.
- 18.2 The Director, CPDO&TI reserves the right to terminate or short close the contract without assigning any reason or when the performance found not satisfactory. However, one month notice will be given to the contractor/Contract agency when the decision is taken.
- 18.3 If the contractor/Contract agency fails to complete the service of contract period or the portion thereof as agreed upon and restricts to comply with any directions given to him, the Director, CPDO&TI shall terminate the contract and forfeit the security deposit. The contractor/Contract agency shall also be liable for any expenses, loss or damage which may incur in farm/Livestock or sustain by reasons due to contractor/Contract agency"s fault. If it exceeds the amount of security deposit, the same shall be recovered from the dues payable to the contractor/Contract agency.
- 18.4 That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 18.5 That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 18.6 The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- 19.0 Risk and cost:
- 19.1 In case of failure of the contractor/Contract agency to perform the contract satisfactorily, the same will be cancelled at his risk and cost and fresh contract will be entered in to at the risk and cost of the defaulting contractor/Contract agency.
- 20.0 Any dispute arising out of the contract shall be settled within the jurisdiction of Bangalore.
- 21.0 The Number and type of man power personnel may increase or decrease during the contract period at the discretion of the competent authority of CPDO&TI, Bangalore without assigning any reasons. The contractor/Contract agency will have to provide additional, if required on the same terms & conditions.
- 22.0 This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the Director, CPDO&TI shall be final and binding on all the bidders.

(Dr.P.S.Mahesh)  
Director i/c  
CPDO&TI, Bangalore  
Tel:080- 28466240 /236

### UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Tenderer(s) with Seal  
Name:  
Designation:  
Address:  
Phone No.

## CHECKLIST OF DOCUMENTS SUBMITTED

Sl	Documents papers to be submitted with Tender Bid and to be arranged accordingly	Submitted (√)	Not Submitted (×)	Remarks
1.	Submission of Technical bid & financial bid in two separate sealed covers			
2.	Cost of Tender Form - copy of cash receipt or DD			
3.	EMD of Rs.2 lakhs (Rupees Two Lakhs Only) in shape of DD/ FDR duly pledged in favour of Director, CPDO & TI, Bangalore valid for 90 days after opening of tender			
4.	Copy of Registration certificate of firm			
5.	Copy of valid registration with the contract labour (Regulation & Abolition) Act, 1970			
6.	Copy of holding Labour License(s)			
7.	Copy of Registration certificate of EPF			
8.	Copy of Registration Certificate of ESI			
9.	Copy of PAN/TAN Card in the name of firm/proprietor			
10.	Copy of Service Tax registration			
11.	Copy of VAT clearance certificate			
12.	Copy of ISO-9001-2008 Certificate			
13.	Copy of Income Tax Return for last 5 years			
14.	Audited statement (Balance sheet) from Chartered Accountant for last 5 years			
15.	A certificate showing annual turnover for a minimum of two preceding years for not less than 50% of the estimated cost of the present contract			
16.	List of clients indicating quantum of work executed with them in tabular form			
17.	Proof of experience - Duly certified copy of satisfactory work completion certificate of appropriate value of work			
18.	A separate list with name of staff/supervisors registered with ESI & EPF and their Account No. respectively. At least 50 nos. of Staff/Supervisors registered with their ESI & EPF contributions on the date of submission of tender			
19.	Copies of the Challan of ESI, EPF & Service Tax deposited for the last 3 years			
20.	Rate quoted complied with the Minimum Wages Act of Bangalore with all other statutory provisions (i.e a copy of latest Minimum Wages order issued by Competent authority.			
21.	Proforma for Technical bid - duly filled (Annexure -II)			
22.	A copy of terms and conditions duly signed and the undertaking regarding acceptance of the same have been duly signed, in token of acceptance of the same, is attached.			
23.	An undertaking to be signed by the service agencies/contractor/Contract agencies (Annexure -III)			
24.	If any agency is exempted from depositing of the above documents, a copy of supporting government orders should be enclosed.			

Signature of Bidder Seal of Establishment  
Full Name of Bidder with address and date



## PROFORMA FOR TECHNICAL BID

Sl.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Details of EMD - amount, DD/FDR no. & date, issuing bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile & WhatsApp Number and name of the contact person	
5.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	EPF Registration Number (copy to be enclosed)	Self attested copy to be enclosed
8.	ESI Registration Number (copy to be enclosed)	Self attested copy to be enclosed
9.	PAN/TAN Number (copy to be enclosed)	Self attested copy to be enclosed
10.	Service Tax Registration Number (copy to be enclosed)	Self attested copy to be enclosed
11.	TIN Number (copy to be enclosed)	Self attested copy to be enclosed
12.	ISO-9001-2008 Certification Number, if any (copy to be enclosed)	Self attested copy to be enclosed
13.	Financial turnover of the tendering company/firm/agency for the last 5 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached) i. 2010-11 ii. 2011-12 iii. 2012-13 iv. 2013-14 v. 2014-15	
14.	Financial status (profit/loss) of the tendering company/firm/agency for the last 5 financial year i. 2010-11 ii. 2011-12 iii. 2012-13 iv. 2013-14 v. 2014-15	
15.	Length of experience in the field	

16.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
17.	Whether list of other clients is attached	
18.	Whether agency profile is attached	
19.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
20.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	
21.	Whether a copy of terms and conditions duly signed and the undertaking regarding acceptance of the same have been duly signed, in token of acceptance of the same, is attached.	
22.	Bank Account Number Name of Bank Branch Name && Branch code IFSC code	

Signature of Bidder Seal of Establishment  
Full Name of Bidder with address and date

## EVALUATION OF TECHNICAL BIDS

1. The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

Sl.No.	Details	Maximum Marks
1.	Previous experience in providing similar category of manpower to Government/semi Government Agencies (10 marks to be assigned per year of previous experience)	50 marks
2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	30 marks
3.	Financial status of the firm - Profit or loss of the firm during the previous two financial years (5 marks for each year if there was profit as per the audited accounts)	10 marks
4.	Financial turnover of the firm - annual turnover during the previous two financial years for not less than 50% of the estimated cost of the present contract (5 marks for each year if there was profit as per the audited accounts)	10 marks

2. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation.
3. The final selection would be made on the basis of Combined Quality Cum Cost Based Selection (CQCCBS). Further, in case the lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis.

AN UNDERTAKING TO BE SIGNED BY THE SERVICE  
AGENCIES/CONTRACTOR/CONTRACT AGENCYS

To

The Director,  
Central Poultry Development Organization & Training Institute,  
Hessarghatta, Bangalore

Dear Sir,

1. I/We certify that I/We have read the terms and conditions of the tender as well as the provisions as mentioned in the service agreement.
2. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages, Act, 1948 along with all other statutory dues as Employees Provided Fund, Employees State Insurance, Employees deposit Link Insurance etc to employees. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of wages act, 1936, Minimum Wages Act, 1948 Contract Labour (Regulation and Abolition) Act. 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour/(R&A) Rules, 1974, EPPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed be me/us.
3. Certified that I/We have read over the tender documents containing the nature and scope of work, terms & conditions and the Draft of Service Agreement and have understood the contents.
4. I/We undertake to abide the terms and conditions as laid down in the tender document and the service agreement in case the work order is allotted to me/us in near future.
5. I/We am/are not facing any legal proceedings for violation of any labour laws from any agency/department/court of law.
6. I/We have/has not ever been disqualified for poor performance or for failure to adhere to labour laws by any government organization or by a public sector undertaking or by any autonomous body.
7. I/We undertake to pay all the dues including legal expenses, if any, if detected for any default by any inspector under labour laws. CPDO&TI will not be responsible for any default made by the contractor/Contract agency.

Date:

Place:

Witness:

Name & Signature of Witness :

Address:

Signature of authorized person(s)

Full Name:

Seal of the firm:

PRICE BID FORM

Date .....

To,  
The Director,  
Central Poultry Development Organization & Training Institute,  
Hessarghatta, Bangalore

Ref. Your bidding documents F.No.CPDO(TI)/CL/2015-16/ dated

Having examined the above mentioned bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to providing the services of un-skilled & skilled for one year in conformity with the said bidding documents for the sum as shown in the Financial/price schedules, attached herewith and made part of this bid.

We undertake, if our bid is accepted, to provide manpowers and complete the services in accordance with the delivery schedule specified in the Schedule of Requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions specified in tender documents for a sum equivalent to 10 % (ten percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period of 90 days or for the subsequently extended period. If any, agreed to by us and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

Until a format contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... Day of ..... 200 .....

Signature(s):

Name(s):

Designation(s):

Seal of the Firm

To

The Director,  
Central Poultry Development Organization & Training Institute,  
Hessarghatta, Bangalore

Subject: Quotation for award of contract for providing the services of skilled, Unskilled and security guards for one year (from 1.5.16 to 31.3.2017) at CPDO&TI, Bangalore - Reg.

Sir,

With reference to your Tender Notification No.

, date \_\_\_\_\_

on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Sl.	Particulars	Skilled		Unskilled		Security guard Without arms	
		in percentage (%)	Rate per person/Day (In Rupees)	in percentage (%)	Rate per person/Day (In Rupees)	in percentage (%)	Rate per person/Day (In Rupees)
1.	Price quoted*		Rs.		Rs.		Rs.
2.	ESI		Rs.		Rs.		Rs.
3.	EPF		Rs.		Rs.		Rs.
4.	Service Tax		Rs.		Rs.		Rs.
5.	Service Charges		Rs.		Rs.		Rs.
6.	Others		Rs.		Rs.		Rs.
<b>Final Total (1+2+3+4+5+6)</b>							

Note:- The percentage (%) must be mentioned as specified above failing which the price bid will not be entertained.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory  
With name/designation & Address  
contact No.& seal

### SERVICE AGREEMENT

This AGREEMENT is made on this ..... day of .....2010, between the **Central Poultry Development Organization & Training Institute** through ..... (hereinafter referred to as the "CPDO&TI" which expression shall, unless, excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s ..... a company registered under the Companies Act, 1956/a partnership firm constituted between having its place of business or registered office at ..... acting through..... its Managing Director/Partner (hereinafter referred to as "Service Provider" which expression shall, unless, repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner (s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part. WHEREAS the Service Provider is engaged in the business of providing..... Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the organization under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

#### 1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents warrants and confirms that the Service Provider -

1.1 Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement.

1.2 Has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the CPDO&TI.

1.3 shall, on the execution of this agreement and providing services to the CPDO&TI, not violate, breach and contravene any conditions of any agreement entered with any third party/ies;

1.4 has compiled with and obtained necessary permissions/licenses/ authorizations under the Central/State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

#### 2. OBLIGATIONS OF THE SERVICE PROVIDER

(a) The Service Provider shall operate and provide services to the CPDO&TI at its various sites during the time specified by CPDO&TI.

(b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all the possible steps to ensure to maintain its performance as determined by the CPDO&TI from time to time.

(c) The assessment made by the Service provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Services Provider.

(d) If CPDO&TI notices that the personnel of the Service Provider has/have been negligent careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to CPDO&TI.

(e) If any of the personnel of the service provider indulges in theft, negligence or any legal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to CPDO&TI or itself can take action in accordance with law.

(f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

### **3. TERMS OF PAYMENT**

- (a) Fees and charges for the services to be rendered are at Annexure'-...' etc. as agreed to between the parties. (**Service charges shall be paid at .....% rate on D C rates for respective category of staff to be hired instead of minimum wages fixed by CPDO&TI.**)
- (b) All payments made by the CPDO&TI shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Service Provider being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State/Central Government and/or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.
- (d) The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 20<sup>th</sup> day of every calendar month for verification to the nominated official of CPDO&TI. The Service Provider shall ensure that payment to his employee is made in the presence of an authorized representative of the CPDO&TI.
- (e) Entries denoting the time and place of payment of wages and the payments actually made shall be made in the register of wages simultaneously as the payments are made.
- (f) The authorized representative of the principal employer shall record under his signature a certificate at the end of entries in the register of wages of the wages-cum-muster roll, as the case may be, in the following form:-
- "Certified that the amount shown in Column No.....has been paid to Sh.....(workman) in my presence on dated..... at.....(place)/ deposited in his bank Account No..... of .....bank.....branch vide Ch. No..... Dated .....

### **4. SUBMISSION AND VERIFICATION OF BILLS**

The service provider shall submit on a monthly basis the bills for the services render to enable CPDO&TI to verify and process the same.

### **5. DISCIPLINE**

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personal deputed for rendering the said services, which at CPDO&TI's option, and would be subject to verification at any time. CPDO&TI may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) CPDO&TI shall always have the right and liberty to do surprise inspection at its site.
- (c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the CPDO&TI. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by CPDO&TI from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the CPDO&TI. CPDO&TI shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would CPDO&TI be liable for any claim(s) whatsoever, of any such person(s).

### **6. NATURE OF AGREEMENT**

The parties hereto have considered agreed to and have a clear understanding on the following aspects:-

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the CPDO&TI and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of CPDO&TI except to the extent and purpose permitted herein.



- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein shall be employees of the Service Provider only and not of the CPDO&TI. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Minimum wages, bonus, gratuity etc
- (c) CPDO&TI shall not be liable for otherwise, towards the Service any manner whatsoever.

## **7 STATUTORY COMPLIANCES**

- a. Service Provider shall obtain all registration(s)/permission(s)/license(s) etc. which are/may be required under any labour or other legislations(s) for providing the services under this agreement.
- b. It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep CPDO&TI indemnified against all losses, damages, claims actions taken against CPDO&TI by any authority/office in this regard.
- c. The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with the Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- d. The Service Provider shall give an undertaking by the 20<sup>th</sup> of each month in favour of the Department that he has complied with all his statutory obligations.

## **8. ACCOUNTS AND RECORDS**

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreements in the manner specified by the CPDO&TI.

by the CPDO&TI, allow

- (b) The Service Provider shall forthwith upon being required CPDO&TI or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the CPDO&TI to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the CPDO&TI. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the CPDO&TI for such discrepancies or overcharge.

## **9. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the CPDO &TI as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the CPDO&TI or otherwise. The Services Provider shall at all times indemnify and keep indemnified CPDO&TI against any claim on
- (b) Account of disability/death of any of its personnel caused while providing the services within/outside the site CPDO or other premises of the &TI which may be made under the workmen's Compensation Act,1923 or any other Acts or any other Statutory modifications here of or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Service Provider or not. Who provided or provides the services at the site or any other premises of the CPDO&TI shall be as provided herein before.

- (c) The Service Provider shall at all times indemnify and keep indemnified the CPDO&TI against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the CPDO&TI premises or before and after that.

(d) That, if any time, during the operation of this agreement or thereafter the CPDO&TI is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) here in above, the Service Provider shall immediately pay to the CPDO&TI all such amounts and costs also and in all such cases/events the decision of the CPDO&TI shall be final and binding upon the Service Provider. The CPDO&TI shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

10 **LIABILITIES AND REMEDIES**

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the CPDO&TI shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the CPDO&TI the difference of payments made to such other sources, besides damages at double the rate of payment.

11 **LOSSES SUFFERED BY SERVICE PROVIDER**

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

12 **TERM**

This agreement shall be effective for a period of one year with effect from allotment of tender and can be extended further for a period on similar terms and conditions as may be deemed fit and proper by the CPDO&TI.

13 **TERMINATION**

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the CPDO&TI shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of his agreement, CPDO&TI may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to CPDO&TI for losses or damages on account of such breach.
- (b) The CPDO&TI shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enter into an arrangement for the benefit of creditors.

14 **ASSIGNMENT OF AGREEMENT**

This agreement is executed on the basis of the current management structure of the service provider. Henceforth, any assessment of this agreement in part or whole, to any third party without the prior written consent of the CPDO&TI shall be ground for termination of this agreement forthwith.

15 **COMPOSITION AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to the CPDO&TI all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the CPDO&TI in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the CPDO&TI.

16 **SERVICE OF NOTICES**

Any notice or other communication required under this or permitted to be given between the parties agreement shall be given in writing at the be intimated from following address or such other addresses as may time to time writing.

CPDO&TI Provider	Service	
.....	.....	Service Provider
.....	.....	.....

**17 CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the service provider may have access to confidential information of CPDOTI and it undertakes that it shall not without CPDOTI prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

**18 ENTIRE AGREEMENT**

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this agreement, if required shall only be made in writing.

**19 AMENDMENT/MODIFICATION**

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reproduced in writing and signed by the authorized representatives of both parties hereto.

**20 SEVERABILITY**

If, for any reason, a court of competent jurisdiction finds any provision of this agreement or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this agreement shall continue in full force and effect.

**21 CAPTIONS**

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provision hereof. In case of any conflicts between the captions and the text, the text shall prevail.

**22 WAIVER**

At any time any indulgence or concession granted by the CPDO&TI shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the CPDO&TI to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**23 FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and Governmental or public authority's demands or requirements.

**24 DISPUTE RESOLUTION**

This agreement shall be deemed to have been made/ executed at---for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the CPDO&TI under the Arbitration and Conciliation Act 1996. The award given by the arbitrator shall be final and binding on the parties.

**25 GOVERNING LAW/JURISDICTION**

The applicable law governing this agreement shall be the laws of India and the courts of Bangalore shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

**26 TWO COUNTERPARTS**

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencements of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THECPDO&TIAND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRSENCE OF THE FOLLOEING WITNESSES:

SIGNED, SEALED AND DELIVERED

**AFFIDAVIT**

I \_\_\_\_\_ S/O \_\_\_\_\_  
resident \_\_\_\_\_ district \_\_\_\_\_ contractor/Contract  
agency/Partner/Sole Proprietor (Strike off word which is not applicable) of the firm M/s \_\_\_\_\_ do hereby  
solemnly affirm and declare that

- (1) our firm/company is not blacklisted by Government or any organization
- (2) any individual/firm companies blacklisted by the Union Govt.or UT Government or State Government or any partner or shareholder thereof is / are not directly or indirectly connected with or has any subsisting interest in the business of my our above said firm.

**DEPONENT**

Dated \_\_\_\_\_  
Place \_\_\_\_\_

I hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

**DEPONENT**

Dated \_\_\_\_\_  
Place \_\_\_\_\_

**(FORMAT OF THE INDEMNITY BOND)**

KNOW ALL MEN by these presents that I proprietor/partner/director of \_\_\_\_\_ (name of the company etc.) (hereinafter called the principal of the second party as per agreement) and Resident of \_\_\_\_\_ and Son of Sh. \_\_\_\_\_ entered into an agreement with CPDO&TI (principal of the first party as per agreement) on behalf of the ( name of the second party) do hereby jointly and severally bind ourselves and our respective heir, executors, administrators, legal representative, indemnity the CPDO&TI (which expression shall include its successors or assigns) on demand the entire cost, damages and loss imposed in respect of any dispute, award, reconciliation by any Labour Court, authority under the appropriate Labour Laws, Courts and Labour Court etc. or in respect of other eventualities covered under the agreement signed and also the penalty imposed by the CPDO&TI as per the agreement signed between the above parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ that, I on behalf of \_\_\_\_\_ second party to the agreement hereby submits FDR for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) valid for fourteen months which can be charged by the first party to agreement namely CPDO&TI for any cost, damage, loss or penalty as and when such cost, damage, loss or occurs.

THAT, the second party shall also fully indemnify separately for any such cost, damage, loss or penalty if the same is not covered by the FDR of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_).

IN WITNESS WHEREOF, the second party have set and subscribed their respective hand to agreement hereinto on the day, month and year above-written.

Signed by the above - named "Obligor" in the presence of

- 1.
- 2.

\_\_\_\_\_ of the \_\_\_\_\_ accepted for and on behalf CPDO&TI (Name and designation of the Officer directed or authorized to accept the FDR for and on behalf of the CPDO&TI) in the presence of \_\_\_\_\_ (name and designation).

**In case of any non-compliance:** of the clauses/terms of the contract (agreement) or in case of second party fails to implement the Schedule A condition of deployment of workers to the entire satisfaction of the first party on any day in any area of posting of workers of the second party. The first party shall have the right to impose penalty as deems fit by CPDO&TI and may forfeit the security deposit in full or any part thereof at his sole discretion and the decision. The first party may also impose penalty per day for such non-compliance at their sole discretion. The penalty shall continue for successive days till the concerned authorities. Give certificate regarding restoration of satisfactory service/compliance of clauses of the contract by the second party. All these penalties would be chargeable against Indemnity Bond and penalties/fines would be imposed by the CPDO&TI. The second party shall have the right to appeal before CMD, CPDO&TI Bangalore. The decision of the C.M.D, CPDO&TI, Bangalore in this regard shall be final and binding.

**WITNESSES**

1. Signature:  
Name  
Date:  
Designation:

Signature:  
Name:  
Date:  
Designation:

2. Signature  
Name:  
Date:  
Designation:

For and on behalf of the  
CPDO&TI

**SIGNED, SEALED AND DELIVERED****WITNESSES**

1. Signature:  
Name  
Date:  
Designation:

Signature:  
Name:  
Date:  
Designation:

2. Signature  
Name:  
Date:  
Designation:

For and on behalf of the  
CPDO&TI

