

**TENDER DOCUMENT**  
**FOR PERSONNEL REQUIRED FOR OPERATING OF COLD STORAGE**



**CENTRAL SERICULTURAL RESEARCH AND TRAINING INSTITUTE**  
**CENTRAL SILK BOARD**  
**MINISTRY OF TEXTILES, GOVT. OF INDIA; BERHAMPORE – 742101**  
**DISTRICT – MURSHIDABAD (WEST BENGAL)**

**Rs.500.00**

**CENTRAL SERICULTURAL RESEARCH AND TRAINING INSTITUTE  
CENTRAL SILK BOARD  
MINISTRY OF TEXTILES, GOVT. OF INDIA, BERHAMPORE – 742101  
DISTRICT – MURSHIDABAD (WEST BENGAL)**

No.CSB/CSR&TI/E-9[F]Maint/Cont.Cold Storage Operator /17-18/

Date:

The Director, Central Sericultural Research and Training Institute, Central Silk Board, Berhampore, West Bengal, invites duly sealed and superscribed tenders from reputed Man power Agencies up to 2.00 P.M. on 04.01.2018 and will be opened at 3'00 P.M. on the same day.

Description	EMD	Last date for issuing of Tender	Office from which the tender can be had
Providing personnel for Cold Storage Operation and allied works in the Cold Storage of CSR&TI, Berhampore.	2% of the contract value for one year	04.01.2018[ <b>up to 2.00 p.m.</b> ]	The Director, CSR&TI, Central Silk Board, Berhampore – 742101 Dist. Murshidabad, W.B.

The tender document will be issued on written requisition from the Agency on payment of Rs.500/- (Rupees five hundred only) being the cost of tender schedule (Non refundable) per set.

Tender Document issued to Shri / M/s. \_\_\_\_\_

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**CENTRAL SERICULTURAL RESEARCH AND TRAINING INSTITUTE**  
**CENTRAL SILK BOARD**  
**MINISTRY OF TEXTILES, GOVT. OF INDIA, BERHAMPORE – 742101**  
**DISTRICT – MURSHIDABAD (WEST BENGAL)**

No CSB/CSR&TI/E-9[F]/Maint/Cont.Cold Storage Operator/2017-18/ 9396

Date : 30/11/2017

**NOTICE INVITING TENDER**

Sub: Tender for providing personnel for Cold Storage Operator work in the Cold Storage, CSR&TI, Berhampore[W.B]

The Director, Central Sericulture Research & Training Institute, Central Silk Board, Ministry of Textiles, Govt. of India, Berhampore, Murshidabad [W.B] invites quotations/tenders, completed in all respects, from reputed/qualified, registered & licensed contractors or Agencies for providing personnel for Cold Storage Operation and allied works in the Cold Storage Room. The contract will be for a period of one year. The engagement is purely on temporary and contractual basis. The copies of document to be attached with the tender are as under:

- 1 EPF Code Number of the Farm
2. ESI Code Number of the Farm
3. GST/Service Tax Registration Number of the Farm
4. Income Tax Return for last three years & copy of PAN card
5. Professional Tax of the Firm
6. Copy of recent order on Minimum Wages Fixed [Agriculture Sector, Area 'C'] by the Ministry of Labour, Govt of India.
7. Credential Certificates.
8. Volume of Annual transaction with other parties.
9. Certificate issued by the Directorate General of Resettlement, Govt. of India/State Govt.

Last date of submission of bids	:	04.01.2018 [within 2.00 pm]
Date of opening of bids.	:	04.01.2018[ 3.00 pm]
Earnest Money Deposit	:	Rs. 2% of the total quoted contract amount.

Interested Contractors or Agencies may visit this Institute on any working day between 10 am to 4.00 pm for obtaining more information.

The quotations/tenders, duly completed in all respect and signed by the bidders and be addressed, in a sealed cover should be submitted to the Director, CSR&TI, Berhampore[W.B], so as to reach this Institute on or before the date and time specified above. All the quotations/tenders must be accompanied by EMD as indicated above in the form of Demand Draft/Banker Cheque drawn on any Nationalized Bank at Berhampore [WB] favouring "Director, CSR&TI, Berhampore", the EMD amount other than in the form of Demand Draft/Banker Cheque will not be accepted.

\*\*The bidders who desires to obtain the bid document by Post may send a self-addressed and stamped envelope of the value of Rs. Speed post. The document will be forwarded at the risk and cost of the bidder and the office of the Director, CSR&TI, Berhampore will not be responsible either for delay or loss of document in transit.

The quotations will be opened on the same date i.e. on 04.01.2018 at 3.00 p.m. in the presence of the interested bidders or their representatives who choose to attend at the time of opening of quotation/tender.

The rates quoted in the quotations/tenders shall remain valid for a period of 120 days and extendable up to a period of 180 days from the date of opening of the offer as mentioned above.

The quotations which are not accompanied by the requisite information and EMD in the form of Demand Draft/Banker Cheque as indicated above will be rejected.

The bidding documents are not transferable.

\*\*As per Rule 160(ii) of the GFR, the interested bidders are empowered to make question for the bidding conditions, bidding process and or rejection of its bid to the undersigned.

Interested Agencies/Contractors are requested to obtain the tender document on any working day between 10.00 am and 4.00 pm. Up to 03.01.18 from the office of the Director, CSR&TI, Berhampore, Murshidabad against payment of Rs. 500/- [Rupees Five Hundred only] in cash or demand draft drawn in favour of Director, CSR&TI, Berhampore [WB], payable on any nationalized Bank situated at Berhampore[West Bengal]. The Tender document and other terms & conditions are also available at Institute's website [www.csrtiber.res.in](http://www.csrtiber.res.in) & [www.eprocurement.gov.in](http://www.eprocurement.gov.in) Those who will download the tender documents from the website should pay the cost of tender document of Rs500/- along with the tender in the form of Demand Draft in addition to EMD, specified above.

The Director, CSR&TI, Berhampore reserves the right to accept or reject any or all tenders. However, the bidders are at liberty to seek clarification in respect of bidding conditions, bidding process and/or reasons for rejection of the bid.

The rate should be quoted for 26 days for a month.

Sd/-  
DIRECTOR  
CSR&TI,Berhampore

To  
M/s.....  
.....

Copy to

1. The Member Secretary, Central Silk Board, Bangalore for kind information. This has a reference to this Office D.O. Letter No. CSB/CSR&TI/E-9(F)/Maint/Con. Cold Storage Operator/17-18/ dated : 20.11.2017.
2. The Scientist-D, Chairman, PSC,CSR&TI,Berhampore for information.
3. The Asstt. Director(Comp), Computer Section, CSR&TI,Berhampore for publishing/displaying the tender in the Institute's website.
4. The Asstt. Director(OL), Hindi Section, CSR&TI, Berhampore for Hindi conversion.
5. Notice Board, CSR&TI, Berhampore.

Sd/-  
DIRECTOR

CENTRAL SERICULTURAL RESEARCH AND TRAINING INSTITUTE  
CENTRAL SILK BOARD  
MINISTRY OF TEXTILES, GOVT. OF INDIA, BERHAMPORE – 742101  
DISTRICT – MURSHIDABAD (WEST BENGAL)

No.CSB/CSR&TI/E-9[F]Maint/Cont.Cold Storage Operator/17-18/

Date:

INSTRUCTIONS TO BIDDERS

**1.0 INTRODUCTION**

Central Sericultural Research & Training Institute, Berhampore is functioning under Ministry of Textiles, Govt. of India and is a premier Central Government Organization. It is located on the address as below:-

**Central Sericultural Research & Training Institute  
Central Silk Board  
Berhampore-742101, Dist. Murshidabad**

- 1.1 The date stipulated in the tender notice regarding issue of application schedules are firm. Under no circumstances, they will be relaxed unless officially extended.
- 1.2 The EMD as mentioned should be furnished in the form of Demand Draft/ Bankers Cheque drawn on any schedule bank in favour of the Director, CSR&TI, Berhampore or remitted by cash to the cashier of this office. **Tenders unaccompanied by DD/ Bankers Cheque in the prescribed form shall be summarily rejected.**
- 1.3 10% of the contract value shall be the Security Deposit. The same shall be remitted before entering into agreement with the successful tenderers. All bidders are expected to read the tender document containing qualifying conditions and participate in the tender process before quoting /responding to the bid. The Security Deposit will be released after satisfactory completion of contract. It doesn't carry any interest.
- 1.4 **The Director, CSR&TI or his authorized officer reserves the right to accept or reject any or all tenders. However, the bidder is at liberty to seek clarification in respect of bidding conditions, bidding process and/or reasons for rejection of the bid.**

Signature & Seal of the  
Officer-In-Charge,  
CSR&TI, Berhampore.

## **2.0 TERMS AND CONDITIONS OF THE CONTRACT**

**2.1 \*\*** The Contractor/Agency shall provide trained & well disciplined personnel for round the clock operation of Cold Storage on eight hours shift basis. He /Agency shall deploy an effective strength of ...03... personnel only, as per following nature of work to be performed:

**a) Cold Storage Operator(Skilled)**

The Cold Storage Operator employed must have completed ITI in Electrical Trade/ITI in refrigeration and Air conditioners or those who have experience in similar works. They should work under General supervision and should be able to work in a cold environment, monitoring/maintaining the record of the temperature, humidity, current, voltage etc. of each cold storage chambers on time basis stipulated by the officer in-charge, skilled enough to handle the electrical equipments followed by the willingness to work in shifts.

**2.2** The Contractor/Agency should have minimum five years (05) of experience in providing services and should have experience in providing services in Central and State Organizations/Public Sector undertaking for a minimum period of 3 years. He should have on his rolls sufficient number of efficient personnel to meet the requirement of CSB.

**2.3** The Contractor /Agency should provide the Agencies'/ His annual turnover should be (Rs .....lakhs) supported by documents.

**2.4** The Contractor /Agency should be in a position to deploy very efficient personnel to manage the services specified by the CSR&TI, Berhampore .

**2.5** The Contractor /Agency should furnish balance sheet for the past two years, so also Income Tax returns filed for the last 2 years to evaluate the credential of the Contractor Agency.

**2.6** The Certificate for having providing services to State and Central Government Organizations.

**2.7** The Agency should have been recognized by Directorate General of Resettlement of Government of India (or) by the State Government.

**2.8.** The deployed personnel of the Contractor/ Agency on duty may avail the facility of the departmental canteen (wherever available) on payment of charges at the rates applicable to the regular employees of the CSR&TI, CSB.

**2.9** The rate shall be quoted a below:-

a. The rates quoted should be in "Two parts".

(i) consolidated sum amounting to total monthly emoluments payable to work force engaged by the Contractor in terms of agreement consisting of statutory minimum wages, as notified by the Office of the Chief Labour Commissioner (Central) Ministry of Labour & Employment, New Delhi for the said services to be in accordance to the Minimum Wages quoted by the respective State Government

- Notification as applicable on the date of submission of bid supported by the copy of the Notifications plus the rate of EPF, ESI remittance per month per worker and
- (ii) \*\* any proposal for enhancement of Minimum Wages should be supported by revised Notifications issued from time to time from the same authority referred to herein.

- b. Agency Commission or Service charges may be quoted per month for the services rendered by the Contractor to CSB in terms of the agreement. These charges once quoted and accepted **will remain valid for the entire period of one year of the contract.**
- c. The above rates shall be subject to statutory deductions which may become due under the relevant clause of the Agreement.
- d. Income Tax as per the prevailing rates under relevant Acts shall be deducted at source.

**2.10 A Security Deposit equivalent to 10% of the Annual Contract value either in the form of Bank Guarantee or Demand Draft drawn in favour of “Director CSR&TI, Berhampore” should be furnished before commencement of contract, if contract/ work is awarded. It will be refunded only after satisfactory completion of contract period, without any interest thereon.**

**2.11** The payment will be made in consideration of due and satisfactory performance of all the services rendered by the Contractor’s work force in terms of the Agreement in the preceding month on monthly basis on receipt of bill and claim for service charges in accordance to the minimum wages as may be admissible to the work force as indicated in Para 2.9 (i) above. The said bill and the claim will be certified by concerned officer/ official of the CSR&TI, Berhampore for satisfactory performance of the contract during the period.

**2.12 No advance payment will be made to the contractor/ agency under any circumstances.**

**2.13** An agreement incorporating the terms and conditions which forms part and parcel of this bid document(s) shall be signed by the Contractor/Agency on a non-judicial stamp paper as fixed by the concerned State Govt. for execution of agreement before commencement of contract.

## **GUIDELINES FOR PREPARATION & SUBMISSION OF THE QUOTATION/ BID**

### **A. PREPARATION OF BID**

- 3.0** The bidder is advised to visit the CSR&TI, Berhampore and other locations indicated in the document and examine the work requirements thoroughly and obtain for himself on his own responsibility all information that may be necessary for furnishing required information in the bid and entering into a contract. The cost of visiting the site shall be at bidder's own expense.
- 3.1** The bidder is expected to examine carefully all instructions, terms and conditions of the agreement form and bidding documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 3.2** To be eligible for award of contract, bidders shall provide evidence satisfactory to the CSR&TI, Berhampore of their eligibility and of their capability and adequacy of resources to carry out the contract effectively. To this end, all bids submitted shall include the following information.
- a. Copies of original documents.
  - b. Certificate of Registration of the firm under Contract Labour Act. Place of registration and principal places/business of the company of firm of partnership thereto constituting the Bidders.
  - c. The copies of receipts of the payments received by the party from different organizations for carrying out similar works will be preferred over other documents and certificates.
- 3.3** Bid from a joint venture is also acceptable.
- 3.4** The information furnished in the bid by the bidder and all correspondence and documents relating to the bid shall be written in the English Language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by the appropriate translation in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.
- 3.5** The contract shall be for the entire work(s) as shown in the schedule and unit rates and prices submitted by the bidder. The Contract is for a period of 1 year initially and bidder should confirm that his offer (contract) period quoted in the bid is for year for evaluation.
- 3.6** The bidder shall fill the rates for providing the Cold Storage Operator and works described in the Bill of Quantities (BOQ).
- 3.7** All kinds of duties, taxes, GST/Service tax as applicable and any other Govt. levies payable by the contractor under the contract or for any other cause, shall be specified and included in the rates. Subsequent claims for any tax/ duties will not be entertained, unless there is



change in the Central/ State Government announcements by way of notification issued from time to time.

- 3.8 Bids shall remain valid and open for acceptance for a period of 120 days, extendable up to 180 days after the date of bid opening.
- 3.9 The bidders shall furnish, as a part of his bid, an EMD of Rs.2% of the total value of the contract amount. The EMD shall be submitted only in the form of Demand Draft/ Bankers Cheque from any Nationalized Bank drawn in favour of Director, CSR&TI, Berhampore (W.B.). The EMD in any other form other than Demand Draft/ Bankers Cheque will not be accepted. Any bid not accompanied by an acceptable EMD will be rejected by the authority. EMD of unsuccessful bidders will be refunded as quickly as possible without interest. The EMD of the successful bidder will be refunded without interest only after award of the contract. The EMD will be forfeited if a bidder withdraws or modifies his bid during the period of bid validity or in the case of a successful bidder, if he fails within the specified time limit to sign the agreement, and/ or commence performance of his obligations as specified therein.
- 3.10 The bidder shall submit his offer only in the bid document issued to him by the CSR&TI, Berhampore. The bidder may for his reference keep a copy of the bid document.
- 3.11 The documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign the contract. Proof of providing Cold Storage Operator if any, may be produced.
- 3.12 All pages of the bid including where entries or amendments have been made shall be signed by the person or persons signing the bid.
- 3.13 The complete bid shall be without alterations interlineations or erases, except those to accord with instructions issued by the Director, CSR&TI, Berhampore or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.
- 3.14 Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.

**B. SUBMISSION OF BIDS**

- 3.15 The bidder shall seal the bid documents in an envelope and this should be addressed to the:  
Director,  
CSR&TI, Central Silk Board,  
P.O. Berhampore – 742 101  
District Murshidabad (W.B.)

And shall bear the following identifications:-

- a. Bid for “ **SERVICE PERSONNEL FOR COLD STORAGE OPERATING AND ATTENDING THE COLD STORAGE ROOM ON CONTRACT WORK**”
  - b. Reference No. of bid .....
  - c. Name and address of the bidder.
- 3.16 If the envelop(s) is not sealed and marked as instructed above, the bid will be rejected by the Director, CSR&TI, Berhampore.
- 3.17 The last date of receipt of bid is up to 2.00 P.M. on 04.01.2018.
- 3.18 Bid must be received by the office of the CSR&TI, Berhampore at the address specified above. Any bid received after the due date and time will be rejected.

## **OPENING OF QUOTATIONS /TENDERS AND AWARD OF THE CONTRACT**

### **A. OPENING OF QUOTATIONS /BIDS**

- 4.0 The quotations/Bids will be opened at 3.00 P.M. on 04.01.2018 in the presence of tenderers or their authorized representatives, who choose to be present at CSR&TI, Berhampore.
- 4.1 Bids determined to be substantially responsive will be checked by the CSR&TI, Berhampore for any arithmetic errors in computation and submission. Errors will be corrected as follows:
- a. In case, the rate in words and figures differ, or the figure in words the lowest rate shall be taken as correct.
  - b. All errors in total in the amount column and carrying forward, totals shall be corrected.
- 4.2 The amount arrived as per 4.1 (a) & (b) in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of the bid, his bid will be rejected and the E.M.D. will be forfeited.
- 4.3 All disputes arising out of the above shall be mutually settled and the decision of the CSR&TI, Berhampore on all matters shall be final and binding on the bidder.

### **B. AWARD OF CONTRACT**

- 4.4 The Director, CSR&TI, Berhampore will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided further that the bidder has the capacity and resources to carry out the contract effectively.
- 4.5 The Director, CSR&TI, Berhampore or any other Officer authorized by him reserves the right to accept or reject any or all the bids without assigning any reasons thereof.

**SCHEDULE OF WORK**

The rates must be quoted on monthly basis. The rates and the proof need to be attached by the Agency separately as detailed below.

Item No.	Nature of Work	Number of person	Rate per personnel	Total Amount per month (Rs)
1	Cold Storage Operation and allied works as & when required.	3 [Three]		

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TOTAL COST PER MONTH IN FIGURES = Rs.

TOTAL COST PER MONTH IN WORDS (Rupees.....  
.....)

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Signature & Seal of the  
Contractor /Agency or the bidder.

Date:

## BILL OF QUANTITIES (BOQ)

Annexture-I

To be filled by all bidders.

Sl. No.	Particulars	Amount per month/per head.
1.	Basic + VDA As on.....vide G.O.No.....dated Latest copy must be enclosed	
2.	EPF on Basic + VDA	
3.	ESI on Basic +VDA	
4.	Service charges of the Agency	
5	Sub-Total(1+2+3+4)	
6	Service Tax/GST and other as applicable	
	<b>Grand Total :</b>	

\* The wages should not be less than the rates of minimum wages notified by the Chief Labour Commissioner [Central]. Area of Berhampore[W.B]comes under applicable for skilled worker category employed in Agriculture Sector in Area “C” zone. **The bidders should indicate the rates for 26 days/head in the above format only.**

\*\* Service Tax/GST actual rate of percent may be considered subject to Government of India Notification.

Signature & Seal of the  
Contractor/Agency or the bidder

Date:

**LETTER FROM CONTRACTOR/BIDDER/AGENCY**

To,  
The Director,  
Central Sericultural Research & Training Institute,  
Central Silk Board,  
Ministry of Textiles, Govt. of India,  
Berhampore – 742 101  
**Dist. Murshidabad (West Bengal)**

Sir,

**Sub:** Service Contract for providing personnel for Cold Storage Operator and attending Cold Storage Room-Reg..

**Ref:** Tender Notice No.CSB/CSR&TI/E-9 [F]Maint/Cont.C.S.Opt./17-18/

Dated :

\*\*\*\*\*

Having inspected the site and having examined the terms and conditions of contract, and schedule for the above mentioned work, I, the undersigned offer to provide the personnel at CSR&TI, Berhampore at a total cost of Rs.....per month (Rupees..... Per month) on the basis of rate details mentioned in the schedule of work and Bill of Quantities(BOQ).

My bid is accompanied with EMD of Rs.....2 % on total sum of a year. (as per the condition). I undertake, if my bid is accepted to commence the work and complete the same within the time stipulated as per conditions indicated in the tender document.

Signature & Seal of the contractor/company of the bidder

Yours faithfully,

Name of the authorized  
Signatory/Designation

## **AGREEMENT**

THIS AGREEMENT is made at ..... on the .....day of ..... 2018 by and between (name of the Institute /Unit, address and other details) represented by .....hereinafter referred to as the “First Party” which expression shall unless repugnant to the subject or context shall mean and include the successors and assigns of the FIRST PART.

And

M/s..... a company incorporated under the provisions of the Indian Companies Act, 1956 (or individual concern or firm as the case may be) having its office at..... represented by .....hereinafter referred to as the “Second Party” (which expression shall include unless repugnant to the context, its executors, administrators, successors and assigns) of the SECOND PART.

Whereas, the First party is a unit of Central Silk Board. The Central Silk Board is a Statuary Body created by an Act of Parliament viz ., Central Silk Board Act 1948, under the Ministry of Textiles, Government of India ,(hereinafter referred to as CSB)& is desirous of giving a job contract for providing services at (.....). Member Secretary who represents the Central Silk Board, has authorized .....to execute this Agreement on his/her behalf.

WHEREAS, the Second Party who is engaged in the business of providing services has offered to provide services to the First Party. He has represented that he is a registered contractor and has obtained license under the provisions of Contract Labour (Regulation and Abolition)Act,1970 and the rules made there under and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect.

WHEREAS the Second Party has expressed their keen desire to provide the said services to the First Party under this agreement. The Second Party has also represented that they have the necessary infrastructure, manpower and experience in the above area and they possess the financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

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

## 1. OBLIGATIONS OF THE SECOND PARTY

- a) The Second Party shall operate and provide personnel to The First Party at various sites/points as per requirement.
- b) The regularity of performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The second party shall take all necessary steps to ensure to maintain its performance as determined by the First Party from time to time.
- c) The assessment made by the First Party regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provide /give the required quality of security services at any given place, premises or part thereof, shall be final and acceptable by and binding upon the Second Party and the services shall be provided accordingly.
- d) The Second Party shall provide the services at the demised premises by deploying its well-trained and experienced personnel who are physically fit in such numbers as may be instructed as per the assessment made by the First Party can provide the required quality of services at a given place for a given job. The personnel so deployed should be literate & able to read and write English, Hindi (Local language).
- e) That the Second Party shall communicate the names, parentage, residential address, age, etc. of the persons deployed at each point.
- f) That the Second Party shall ensure that the personnel of the Second Party are punctual and remain alert and vigilant in performance of their duties. If the First Party notices that the personnel of the Second Party has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan.
- g) That the Second party shall ensure that the persons so deployed do not allow any property of the First Party to be taken out of the premises without a Gate pass signed by the designated official . The First Party will intimate to the Second Party specimen signatures of the Officials designated and authorized to sign the Gate Pass. Any change will be intimated in writing.
- h) If any of the personnel of the Second Party indulge in theft negligence or any illegal/irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and deploy a substitute immediately.
- i) That it shall be the sole responsibility of the Second Party to ensure security and safety of all the assets in Cold Storage of the First Party and if there is any loss on account of dishonesty, connivance and /or due to any cause, the Second Party shall make good on demand the entire loss to the said First Party as assessed by the said First Party. The Second Party shall report promptly to the First Party theft or pilferage that takes place or where any attempt is made to that effect and loss, if any shall be recovered fully from the Second Party subject to reimbursement, if proved by the



investigating authorities that the loss was not due to the negligence on the part of the personnel so deployed by the Second Party. The loss so assessed shall be recovered from the Second Party from out of the security deposit and or from any amount due to the Second Party and balance if any shall be recovered in the manner as deemed fit by the First Party. The decision of the First Party is final.

- j) The Second Party shall keep liaison with the Police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of any emergency.

## 2. TERMS OF PAYMENT

- a) In consideration of due and satisfactory services rendered by the Second Party in terms of the Agreement in the preceding month the First Party shall pay to the Second Party every month on receipt of bill and claim for service charges on this account, minimum wages as may be admissible to the workforce as under:-

- i) Consolidated sum amounting to total monthly emoluments payable the workforce of the Contractor supplied to the First Party in terms of this Agreement consisting statutory minimum wages as notified by the Central Government Notification (issued by the Chief Labour commissioner (Central), as the case may be and or from the State Govt. in respect of the category of Services uncovered in the Central Notification (supported by copy of Notification) plus EPF and ESI charges at the notified statutory rates (prevailing rates are.....p.m.)
- ii) Service charges at -----/month engaged by the Contractor for the services rendered by him to the First Party in terms of the Agreement.

The bills shall be claimed separately every month and shall be accordingly payable to the Second Party by the First Party.

- b) The Second Party shall not increase the said service charges on any ground whatsoever during the period of this agreement.
  - i) All payments made by the First Party shall be subject to deduction of tax at source wherever applicable as per the provisions of the Income Tax Act,1961 as amended from time to time .
  - ii) The agreed sum shall be subject to deduction which may become due under the relevant clause of this Agreement.
- c) The Second Party being the employer in relation to persons engaged/ employed by it to provide the services under this arrangement shall alone be responsible and liable to pay wages /salaries to such persons which in any case will not be less than the minimum wages as fixed or prescribed for the category or workers employed by it from time to time by the Central Govt. Notification issued by the Chief Labour Commissioner (Central ) New Delhi or from the State Govt. Notification for such of those categories uncovered in central Notification.

- d) The Second Party will have to produce the register of wages or the register of wage-cum-muster roll of the preceding month along with proof of EPF & ESI remittances and the bill to be submitted on the 3<sup>rd</sup> day of every calendar month for verification to the nominated official of First Party, failing which, the payment of the bill by the First Party will be withheld until such compliance. The Second Party shall ensure that payment to the employees is made in cash in the presence of an authorized representative of the First Party. The said authorized representative will make entries in the Register of Wages or the register of Wage-cum-muster roll as the case may be in the following form:-

“Certified that the amount in Column No..... has been paid to the employees concerned on .....at.....”

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

The Second Party shall submit on a monthly basis the bills for the services rendered in the preceding month along with enclosures as indicated supra to enable the First Party to verify and process the same.

### **4. REPORTING TIME AND PLACE**

- a) The personnel of the Second Party shall provide the requisite services on an 8 hour-working shift for 7 days a week or as the First Party may require from time to time. Such personnel shall be stationed at the designated site and shall report to the designated officer of the First Party during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.
- b) The services rendered by the Second Party under this agreement shall be under close supervision, co-ordination and guidance of the First Party, Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- c) The Second Party shall decide the modus operandi as to engage personnel by it for rendering proper and efficient services and to conform to its prescribed standard of hygiene.

## 5. DISCIPLINE

- a) The personnel of Second Party shall always be tidily dressed in the uniform supplied by the Second Party at its own cost. The pattern of the uniform to be supplied by the Second Party will be of a different pattern than as given by the First Party to its employees .Further, the Second Party shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at First party's option would be subject to verification at any time. The First Party may refuse the entry into its premises to any personnel of the Second Party not bearing such identity card or not being tidily dressed with uniform.
- b) No personnel of the Second Party shall leave the demised premises where they have been deployed without the permission of the First Party.
- c) The First Party shall always have the right and liberty to do surprise inspection at its sites.
- d) The Second Party shall take all the reasonable precautions to prevent any disorderly conduct or acts of his employees so deployed and for the preservation of peace and protection of persons and property of the FIRST PARTY.
- e) That in case any of the persons so deployed by the Second Party does not come up to the satisfactory mark of performance in his duties or indulges in any unlawful rioting or disorderly conduct, or is not desired by the First Party, the Second Party shall at once remove him from the premises and put another person in the place. The Second Party shall immediately replace the particular person so deployed on the demand of the First Party in writing.
- f) That the Second Party shall deploy his employees in such way that the employees get weekly rest , the working hours/leave for which the work is taken from them , under relevant provisions of Minimum Wages Act, Shops and Establishment Act and other relevant statutory enactments. The Second Party shall in dealing with persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The second Party shall also be responsible for replacement of any member of the security falling sick, proceeding on leave or otherwise absent at no additional cost to the First Party. On occasion when due to paucity of men or for other reasons, it is not immediately possible for them to provide suitable substitute, the work should be arranged to be carried out by the existing personnel by performing extra duties on payment of overtime to them which the Contractor shall bear and cannot charge to the First Party. In the event of the Second Party committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act,1970 as amended from time to time or furnishing any information or submitting or filling any forms, returns, etc. under the provision the said Act and rules which is materially incorrect, they shall without prejudice to any other liability, pay to the First Party, a sum not exceeding a day's salary for every default, breach or furnishing/ making /submitting / filing such materially incorrect statement and in the event of the Second Party defaulting continuously he shall be liable to pay, a day's salary multiplied by number of defaults for each default in respect of each category.

- g) It is understood between the parties hereto that the second Party alone shall have the right to take disciplinary action against any persons(s) engaged/employed by it, while no right whatsoever shall vest in any such person(s) to raise any dispute and / or claim whatsoever against the First Party. First Party shall under no circumstances be deemed or treated as the employer in respect to any person(s) engaged /employed by the Second Party for any purpose, whatsoever, nor would First Party 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:

- i. This Agreement is for providing the aforementioned services and is not an Agreement for supply of contract labour. It is clearly understood by the Second Party that the persons employed by the Second Party for providing services as mentioned herein, shall be the employees of the Second Party only and not of the First Party. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Second Party who shall be liable to make payments to its said employees towards their monthly wages /salaries and other statutory dues like EPF, ESI, minimum wages, bonus , gratuity, etc.
- ii. First Party shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Second Party's employees/agents directly and /or indirectly, in any manner whatsoever.
- iii. The employees /personnel of Second Party rendering the services under this Agreement, shall never be deemed to be employees of the First Party in any manner whatsoever and shall not be entitled to claim for employment, salary/wages, damages, compensation or anything from the First Party arising from their deployment by the second Party.

## **7. STATUARY COMPLIANCES**

- a) Second Party shall obtain all registration(s)/ permission(s) /license(s), etc., which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.
- b) It shall be the Second Party'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 Second Party indemnifies and shall always keep First Party indemnified against all losses, damages, and claims actions taken against First Party by and authority/office in this regard.
- c) The Second Party undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour(Regulation and Abolition) Act,1970 for carrying out the purpose of the Agreement. The Second Party shall further observe and comply with all Government laws concerning employment of staff employed by

the Second Party 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 Second Party 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 second Party shall give an undertaking by the 22<sup>nd</sup> of the preceding month in favour of the First Party that he has complied all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure-II** to this Agreement.

## **8. INDEMNIFICATION**

- a) The Second Party shall at its own expense make good any loss or damage suffered by the First Party as a result of the acts of commission or omission, negligence or otherwise of its personnel while providing the said services at any of the premises of the First Party or otherwise.
- b) The second Party shall at all times indemnify and keep indemnified the First Party against any claim on account of disability/ death of any of its personnel caused while performing the services within/outside the site or other premises of the First Party which may be made under the Workmen's compensation Act, 1923 or any other Acts or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Second Party deployed at the sites of the First Party 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 Second Party or not, who provided or provide the services at the site of any premises of the First Party as provided hereinbefore.
- c) The Second Party shall at all times indemnify and keep indemnified the First Party 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 First Party's premises or before and after that.
- d) That, if at any time, during the operation of this Agreement or thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses (a), (b) and (c) hereinabove, the Second Party shall immediately pay to the First Party all such amounts and costs also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid from the security deposit and /or from any pending bills of the Second Party.

## **9. LIABILITIES AND REMEDIES**

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reason whatsoever, the First Party shall be entitled to procure services from other sources and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides damages at double the rate of payment.

## **10. LOSSES SUFFERED BY THE SECOND PARTY**

The Second Party shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer of 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.

## **11. TERM**

This Agreement shall be effective for a period of (1) One year w.e.f ..... up to ..... and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the First Party.

## **12. TERMINATION**

- a) On the expiry of the Contract period as stated above.
- b) 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. The said notice period of 30 days may be extended up to 3 months by either party. However, the First Party shall give only a 24 hours 'notice for termination of this Agreement to the Second Party when there is a major default in compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations.
- c) If the Second party commits breach of any covenant or any clause of this agreement, First Party may send a written notice to Second Party to rectify such breach within the time limit specified in such notice. In the event Second Party fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated without further notice and Second Party shall be liable to First Party for losses or damages on account of such breach.
- d) This agreement may be terminated forthwith by the First Party, if Second Party becomes insolvent, ceases its operations, dissolves or files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- e) During the notice period for termination of the Contract in the situation contemplated above, the Second Party shall keep on discharging his duties as before till the expiry of notice period.

### **13. ASSIGNMENT OF AGREEMENT**

- a) This Agreement is executed on the basis of the current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.
- b) The second Party shall furnish to the first Party all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Government Authorities required for running such a business of Second Party.
- c) That the Second Party shall always inform the First Party in writing about any change it in its address or the names and address of its key personnel. Further, the Second Party shall not change its ownership without prior approval of the First Party.

### **14. SERVICE OF NOTICES**

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

### **15. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without First Party's 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 cause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

### **16. AMENDMENT / MODIFICATION**

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

### **17. FORCE MAJEURE**

Neither party shall be 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 authorities' demands or requirements.

**18. 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 settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Member Secretary of the First Party. The award given by the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be .....

**19. TWO COUNTERPARTS**

This Agreement is made in duplicate. The Second Party 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 commencement of work order against this Agreement without prior submission of acceptance, it will be taken that all terms are acceptable.

**20. LIST OF ANNEXURE –I & II**

IN WITNESS WHEREOF the first party and the second party above said have hereunto subscribed their hands on the day month and year first mentioned above in the presence of the following witnesses

SIGNED, SEALED AND DELIVERED  
FOR FIRST PARTY

SIGNED, SEALED AND DELIVERED  
FOR SECOND PARTY

BY .....

BY .....

WITNESSES

WITNESSES

1.

1.

2.

2.



**ANNEXURE-II**

**Pro-forma suggested for an Undertaking by a Contractor for compliance of the provisions of Contract Labour (Regulation and Abolition) Act, Rules and other laws as applicable.**

I..... S/O ..... Proprietor/Partner /Director of.....do hereby declare and undertake as under-

1. That in the capacity of independent contractor by M/s..... (description of Principal Employer) I have complied with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 in holding a valid license under the Act and the rules thereto. I have paid the wages for the month of .....to all my employees and no dues are payable to any employee.
- 2 That I have covered all the eligible employees under employees Provident fund and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions under our code numbers for the following month and as such no amount whatsoever is payable.
- 3 I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer for my lapse. I undertake to reimburse the same or the principal employer is authorized to deduct the same from my dues as payable.

Second Party / Contractor