

No:PND:CR:61/Labour Tender/2019-20

e-TENDER DOCUMENT

**RE-TENDER THROUGH E-PROCUREMENT
FOR SUPPLY OF MANPOWER**

(Unskilled)

To

O/o The Executive Director,

Dr. Shivarama Karantha Pilikula Nisargadhama

Moodushedde, Mangaluru-575 028

E- PROCURMENT NOTICE

TENDER TITLE: FOR SUPPLY OF MANPOWER (Unskilled)

TENDER LAST DATE: 30-09-2020 - 4.00pm

1. PREFACE:

Tenders are invited through e-procurement by Dr. Shivarama Karantha Pilikula Nisargadhama (hereinafter referred to as 'Dr.SKPND') on behalf of the the Executive Director or by its successors under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing manpower (Un-skilled categories) Dr. Shivarama Karantha Pilikula Nisargadhama located at the address mentioned below for three years (extendable to further two years) on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY OR ITS SUCCESSORS

The Executive Director,
Dr. Shivarama Karantha Pilikula Nisargadhama,
Moodushedde, Mangalore – 575 028
Phone: 0824-2263565, E mail: pilikula96@gmail.com

2.1 ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

<http://www.eproc.karnataka.gov.in>

2.2 CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:
Administrative Officer
Telephone: 0824-2263565

3. Brief Details of the e-Tender:

| i. | Name of the work & location | Details |
|-----|--|--|
| ii | Tender fee : | As per e portal |
| iii | Tender No. : | No:PND:CR:61/L/2019-20 |
| iv | Submission of Earnest Money Deposit (EMD) | EMD equal to Rs.2.00 lakhs by e-payment through e-procurement portal |
| v | Last date of the Submission/ Receipt of the e-Tender | 30-09-2020 |

3.1 Submission of the e- Tender

3.2 This Tender is an e-Tender; offers will not be accepted in hard copy.

3.3 e-Tenders without Earnest Money are liable to be rejected.

3. SCHEDULE FOR INVITATION FOR BIDS:

- i) Last date of receipt of Tender : 30-09-2020, 4.00 P.M.
- ii) Date and time of opening of Tender (Technical Bid) : 01-10-2020, 4.30 A.M.
- iii) Date and time of opening of Financial Bid : 05-10-2020, 11.00 P.M.
- iv) Bid will be opened at office of the Executive Director, Dr. Shivarama Karantha Pilikula Nisargadhama through e-procurement.

4. TYPE OF BID: Two bid system (Technical & Financial) i.e. Two cover system

5. SCOPE OF WORK:

To provide the requisite manpower in accordance with the minimum rate of wages as per Karnataka minimum wages act.

(a) Requirement Of Manpower: Unskilled Manpower -40 Nos

The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

(b) Experience and Age Limit for the Manpower to be deployed by the Companies/Firms/Agencies:

- i) A person shall have basic knowledge of Horticultural and other works.
- ii) He/She shall be above the age group of 18 years.

6. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

- i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to Dr.SKPNP office with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the Dr.SKPNP every month.
- v) Contractor shall be capable to pay the wages as per tender document timely before 8th of every month from his own resources.
- vi) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by Dr.SKPNP due to unavoidable circumstances.
- viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of Dr.SKPNP.
- ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi) Requisite manpower shall be provided within 5 days from the acceptance of the contract.
- xii) The Contractor shall pay the manpower emoluments to the respective bank account opened at the local branch of nationalized bank only.

7. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

- i) The deployed manpower will get the benefit of weekly holiday that is one day per week as notified by the Dr.SKPNPND.
- ii) The deployed manpower has to work from Sunday to Saturday during office hours from 8.30am to 5.30pm. (with break of one hour for lunch)

8. EARNEST MONEY DEPOSIT (E.M.D.):

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.2.00 lakhs in the form of Demand Draft/Pay order only in the name of “Dr.SKPNPND”, payable at Mangalore. The EMD shall be submitted through e-procurement. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1).

9. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security deposit cum Performance guarantee of Rs.5.00 lakhs (Rs. Five lakhs only) on total bid amount of one year which shall be valid for **three years**, shall be submitted along with acceptance of work order in the form of Fixed Deposit through DD in favor of Executive Director, Dr. SKPNPND payable at Mangaluru. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by Dr.SKPNPND after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

10. Procedure for Submission of Online Bids:

Technical Bid (Cover-1): Bidders are requested to upload the required scanned copies of files as per the following:

File 1: i. Colour Scanned copies of all information/documents in single PDF file as per “QUALIFYING INFORMATION” mentioned below (Ref Sl.No.11 and 22) ii. Colour Scanned copy of DD/Bankers cheque for an amount of Rs.2.00 lakhs (Rupees Two lakhs only) towards Bid Security (EMD). Original copy of DD/Bankers cheque should be submitted to Dr.SKPNPND on or before last date.

Financial Bid (BOQ) (Cover-2): Bidders are requested to upload the prescribed **BOQ-form-2**

11. TECHNICAL BID: ELIGIBILITY CONDITIONS:

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid:-

- (i) The Company/Firm/Agency shall have at least three years experience in successfully providing unskilled manpower to Government or Public Sector Companies/Institutions/societies etc.
- (ii) The Company/Firm/Agency shall have financial turnover of at least Rs.1.00 crore per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency shall have been registered with the appropriate registration authority. (Labour Department)
- (iv) The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in Mangalore .**
- (v) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (vi) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

12. EVALUATION CRITERIA:

- i) Total number of Bids received will be announced to bidders during Bid opening time.
- ii) Technical and financial Bid will be opened by Executive Director, Dr. SKPND.
- iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- iv) Price quoted in % in the financial bid will be announced to bidders.
- v) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- vi) On the approval of Competent Authority, Lowest bidder (L-1) name will be declared by Executive Director.
- vii) If the bids have the same service charge in percentage the successful bidder will be decided by drawing lot.**

13. GENERAL INSTRUCTIONS:

- i) Interested Parties shall submit their tenders after inspection of the premises. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holiday) till the last date of download of Tender.
- ii) O/o Dr.SKPNP reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- iii) O/o Dr.SKPNP takes no responsibility for delay, loss or non-receipt of applications.
- iv) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier.

- v) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- vi) The requirement of the manpower may increase or decrease during the period of contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for unskilled manpower on the same terms and conditions in reasonable time.
- vii) All selected manpower shall wear Identity Card provided by the contractor every day during working hours.
- viii) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Mangaluru jurisdiction only.
- ix) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress.
- x) The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure "A "
- xi) All the documents should be digitally signed by the Tenderer.
- xii) The Contracting agency shall abide the timely directions issued by Dr. SKPND/Pilikula Development Authority (PDA).

14. PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of **Three years** from the date of award of work order. This contract may be renewed for further period of Two years on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving three months prior notice in writing.

15. RIGHT TO ACCEPT OR REJECT TENDER

- i) The right of acceptance of tender will rest with Executive Director or its successors, Dr.SKPNND.
- ii) The Executive Director, Dr.SKPNND reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

16. BIDDER TO GET INFORMED HIM SELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

17. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- i) The contracting agency shall ensure that the individual unskilled manpower deployed *in the* O/o Executive Director, Dr.SKPND.
- ii The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- iii The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- (iv) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Unskilled manpower deployed by them in this office in the given time limit:
 - a) List of persons deployed.[monthly]
 - b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
 - c) Birth proof of the candidates- [at the time of deployment]
 - d) Copy of Aadhaar Card of the candidates
 - e) Identity Cards issued by contractor bearing photograph - [within 8 days]
 - f) Identity proof and residential proof- [at the time of deployment].
- (v) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- (vi) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice/message from this office.
- (vii) The office hours for the person deployed are 8.30 am to 5.30 pm. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
- (x) The contractor shall provide a substitute within 3 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond ten working days will attract pre- agreed liquidated damages@ Rs.500/- per day on the service-providing agency.
- (xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xiv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

18. LEGAL

- (i) The contractor shall pay the minimum rate of wages as per Karnataka minimum wages act.
- (ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.
- (iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by Dr. SKPND.
- (vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The Contractor shall keep the Principal employer, its servants or indemnified against claims, actions or proceedings brought or instituted against the employer, its servants by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- (viii) Disputes & Differences:
Decision of the Executive Director, Dr. SKPND regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to Chairman, Dr. SKPND.

19. TERMINATION

This agreement may be terminated by either partly or fully by giving three months notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

20. MODE OF PAYMENT

- i. The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Office in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the Office.
- ii. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.
- iii. A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

21. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

22. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license from the Regional Manpower Commissioner.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. *Attested copy of the* GST certificate.
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified documents in support of entries in column 10 and 11 of Technical Bid application.
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

23. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF unskilled manpower.

List of unskilled manpower shortlisted by the O/o Dr. SKPND, Mangaluru for deployment in the office with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure "A"
6. Identity Cards issued by contractor bearing photograph.
7. Identity proof and residential proof.

Executive Director

FORM – 1

TECHNICAL BID

1. For providing Unskilled manpower to the O/o Executive Director, Dr.SKPNPND, Mangalore.
2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
3. Name of the Proprietor /Director of Company/Firm/Agency
4. Full address of the Registered Office _____

Telephone Number: _____
E-Mail Address _____
5. Full address of Branch offices _____

Telephone Number: _____
E-Mail Address _____
6. Banker of Company/Firm/Agency _____
(Full Address) _____
(Attach certified copy of statement _____
of A/c for the last three years) _____
Telephone Number of Banker _____
7. PAN/GIR No. _____
(Attach attested copy)
8. GST Registration No. _____
(Attach attested copy)
9. E.P.F. registration Number _____
(Attach attested copy)
10. E.S.I. Registration Number _____
(Attach attested copy)
12. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

| Financial Year | Amount in Lakhs | Remarks if any |
|----------------|-----------------|----------------|
| 2017-18 | | |
| 2018-19 | | |
| 2019-20 | | |

13. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format: (2016-17, 2017-18 &2018-19)

| Sl. No. | Details of client along with address, telephone numbers | Type of manpower supplied | Amount of Contract (in Lakhs) | Duration of Contract | |
|---------|---|---------------------------|-------------------------------|----------------------|----|
| | | | | From | To |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Name: _____

Seal: _____

Date:

Place:

DECLARATION

1. _____ Son/Daughter/Wife of Shri ----- signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender including Contract Agreement (Annexure A) and undertake to abide by them.

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

FORM – 2

FINANCIAL BID

- 1) For Providing Unskilled manpower to the O/o Executive Director, Dr.SKPND.
- 2) All the Unskilled manpower deployed in this Department shall be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency. Monthly wages to be paid to deployed manpower will be as per following break up: [Rate of monthly wages should not be less than rates of Karnataka minimum wages act.

3)

| Sl. No. | Manpower Description | Rs. |
|----------|--|--|
| | Manpower Financial BOQ Rate | |
| | | |
| 1 | Daily Minimum Wage Rate (as per Karnataka minimum wages act) | As prescribed under Karnataka Minimum wages act. |
| 2 | VDA | |
| 3 | Employees Provident Fund | As prescribed |
| 4 | Employees State Insurance | As prescribed |
| | | |
| | Total | |
| 5 | Contractors Service Charges in % | |
| | | |
| 6 | GST and others | As prescribed by the Govt. |

Contractor's service charges in (%) only shall be quoted through e-procurement portal.

Notes:

1. The rates quoted by the tendering agency shall be inclusive of all Statutory/taxation liabilities at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
3. For the purpose of quoting the minimum wages the scale required by the Local Authority is applicable.

ANNEXURE 'A'

CONTRACT AGREEMENT

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

An agreement made this day of BETWEEN (hereinafter called the contractor or contracting agency which expression shall include his legal representatives) of the one part and the Executive Director, Dr. Shivarama Karantha Pilikula Nisargadhama (Dr.SKPNPND) which shall also include any person authorized by the Dr.SKPNPND) of the other part and WHEREBY the contractor agrees to supply the Unskilled manpower to perform the work specified to them successfully on contract basis to O/o The Executive Director, Dr.SKPNPND, Mangalore as mentioned in the tender document as per details given below :

| Sl. No. | Description of Manpower | Rate for single manpower including daily wages, EPF, ESI, Contractor services charges and any other legal liability including bonus | GST | Total | Total No. of manpower being supplied | Total amount per month |
|---------|-------------------------|---|-----|-------|--------------------------------------|------------------------|
| 1 | Unskilled manpower | | | | | |

- (a) That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Dr.SKPNPND or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of Unskilled manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. O/o Executive Director, Dr.SKPNPND, Mangalore will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
- (c) That this Contract shall remain valid for a period of three years w.e.f. initially and if the services are found satisfactory the same may be extended for another one year. However the Executive Director, Dr.SKPNPND or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (d) That the Executive Director, Dr.SKPNPND, shall have full power to reject the contract for unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document
- (e) The Executive Director, Dr.SKPNPND or a person authorized by him reserves the right to
 - (i) Terminate this contract by giving notice of three months in advance any time during the contract.

- (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - (iii) To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- (f) That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (g) If the contracting agency becomes insolvent or he or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Executive Director, Dr.SKPNPND or a person authorized by him may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Dr. SKPNPND on account of the contract being terminated.
- (h) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the Chairman, Dr.SKPNPND or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (i) The contracting agency as a taxable service provider must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.
- (j) The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of Dr. SKPNPND.
- (k) That the contractor shall keep the Dr. SKPNPND, Mangaluru indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case Dr. SKPNPND or any person authorized by him or Patent Office Mangaluru is made party and is supposed to contest the case, the Dr. SKPNPND or any person authorized by him will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to Dr. SKPNPND or any person authorized on demand. Further, the contractor will ensure that no financial or any other liability comes on Dr. SKPNPND or any person authorised this respect of any nature whatsoever and shall keep Dr. SKPNPND or any person authorised by him or Patent Office Mangaluru indemnified in this respect.
- (l) That the contractor shall further keep the Dr. SKPNPND or any person authorised by him or indemnified against any loss to the Dr. SKPNPND or any person property and assets. The CGPDTM or any person authorised by him shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

- (m) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
- (n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the Office of the Dr. SKPND on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
- (o) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.
- (p) The Contracting agency shall abide the timely directions issued by Dr. SKPND/Pilikula Development Authority (PDA).

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency in the presence of:
-

1st Witness Address

2nd Witness Address

Signed for and on behalf of the Executive Director, Dr. Shivarama Karantha Pilikula Nisargadhama in the presence of : -

1st Witness
Address

2nd Witness
Address

*** * * * *