

**Notice**

REGISTERED WITH ACKNOWLEDGEMENT DUE

F.No.1-3/2017

Dated: 20-3-2017

**INDIAN COUNCIL OF AGRICULTURAL RESEARCH  
CENTRAL MARINE FISHERIES RESEARCH INSTITUTE  
(VISAKHAPATNAM REGIONAL CENTRE)  
PANDURANGAPURAM, OCEAN VIEW LAYOUT, VISAKHAPATNAM -530003**

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR ENGAGING THREE SKILLED STAFF AT PURI FIELD CENTRE OF CMFRI FOR THE OFFICE OF THE SCIENTIST-IN-CHARGE, VRC OF CMFRI, VISAKHAPATNAM.

Tender fee	Rs.200/- (Rupees two hundred only) in the form of Demand draft drawn in favour of ICAR Unit- CMFRI Payable at Kochi.
Earnest Money Deposit	2.5% of the bid amount quoted in the form of Account Payee Demand Draft drawn in favor of ICAR Unit, CMFRI payable at SBI, Main Branch, Ernakulum or Bank Guarantee in favor of the Director, CMFRI, Kochi-682018.
Last date of receipt of the tender	11-4-2017 1200 hrs
Opening date of the tender	11-4-2017 1500 hrs

For downloading the full set of Tender documents, please visit our website [www.cmfri.org.in](http://www.cmfri.org.in). The required tender fee should be remitted while submitting the bids.



SCIENTIST-IN-CHARGE



केंद्रीय समुद्री मात्सियकी अनुसंधान संस्थान,  
विशाखपट्टणम क्षेत्रीय केंद्र  
**Visakhapatnam Regional Centre of  
Central Marine Fisheries Research Institute**

(भारतीय कृषि अनुसंधान परिषद)  
(Indian Council of Agricultural Research)  
Oceanview Layout, Pandurangapuram, Visakhapatnam - 530 003, India

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Tender enquiry No. 1-3/2017

Dated: 20-3-2017

From

Scientist-in-Charge  
VRC of CMFRI,  
Pandurangapuram  
Visakhapatnam-3

To

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Scientist-in-Charge, VRC of CMFRI, Visakhapatnam for Job Work contract for engaging three skilled staff at Puri Field Centre of CMFRI for the Office of the Scientist-in-Charge, VRC OF CMFRI, VISAKHAPATNAM. The terms and conditions of the contract which will govern any contract made are those contained in the general conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of (Rs. In figures) (In words) must be deposited in the form of demand draft/pay order payable to Director of concerned institute. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.

4. The Schedules of the tenders 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 page 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 tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.

5. 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 it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.

7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council / Instt. shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed" **THE JOB WORK CONTRACT FOR PROVIDING ALLIED SERVICES AT** (Name and address of the Institute) with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the Office of the Scientist-in-Charge. VRC of CFMRI, Visakhapatnam not later than 1200hrs., 11-4-2017.

9. The rates quoted by each firm for job/service security contract in tenders be given both in words and figures failing which the same is liable to be rejected. 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.

10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.

11. An amount of (Rs. In figures) (Rs. In words) as a security deposit for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.

12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

14. This Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.

15. Decision of the Scientist-in-Charge, VRC of CFMRI, Visakhapatnam shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

16. Acceptance by the Institute will be communicated by FAX/Telegram, Express Letter 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/Telegram/Express letter etc. should be acted upon immediately.

17. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document :-

- a) Registration certificate of the firm under the work contract of the Govt. of India/State govt.
- b) Minimum turnover of the firm not less than (Rs. In figures) (Rs. in words) during the last financial year.
- c) Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form.
- d) Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.
- e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
- f) Employee EPF registration certificate issued by local govt. etc.

- g) Employee ESI registration certificate issued by local govt. etc.
- h) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.
- i) Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
- j) Service tax registration certificate issued by Govt. etc.
- k) Successful Tenderer will have to enter into a detailed contract agreement with ICAR on non-judicial stamp paper of Rs. (In figures) (In words) for each work.
- l) Only those firms will be considered for financial bid who will qualify in the technical bid.

Note: The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover.

Yours faithfully,

A handwritten signature in green ink, appearing to read 'Shubhadeep Singh', is written over a faint rectangular stamp area.

For and on behalf of the Scientist-in-Charge

VRC of CFMRI, Visakhapatnam

TENDERS FOR THE CONTRACT FOR JOB WORK/SERVICE CONTRACT FOR \_\_\_\_

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Full Name & Address of the Tenderer in addition to Post Box No., if any, should be quoted in all communications to this office :  
Telephone No. :  
Telegraphic Address/FAX/Cellular No. :  
E-Mail address :

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From.....

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To  
The Scientist-in charge  
VRC of CMFRI  
Visakhapatnam-03

1/ We have read all the particulars regarding the General information and other terms and conditions of the contract for the tender concerning the work contract of engaging three skilled staff at Puri Field Centre of CMFRI and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2 I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender \_\_\_\_\_ The Schedules-I & II to accompany this Tender are at pages.....

4. Every page so attached with this Tender bears my signature and the office seal.

5. Pay order / DD No..... of Rs..... drawn in favor of **ICAR Unit ,CMFRI** and payable **Kochi** at is enclosed as earnest money required.

Yours faithfully

Witness:  
Address:  
Occupation:

Signature & Seal of the Tenderer  
Telephone No (Office):  
Residence:  
Mobile:

Signature of witness to contractor's signature  
Address:  
Name & Signature of Witness:  
Address:

## SCHEDULE -I

### PART-I

1. Name of the Firm/Agency
2. Full address with Post Box No. And Telephone No. if any
3. Constitution of the Firm/Agency (Attached copy) Indian Companies Act, 1956  
Indian Partnership Act, 1932  
(Please give names of partners)  
Any other Act, if not, the owners
4. For Partnership /firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.
  - i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.
  - ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner.
5. Name and Full Address of your Banker's
6. Your Permanent Income Tax No. /Circle/Ward
7. Any other relevant information

**PART-II**

8. Earnest Money Deposited: Yes/No

**PART -III**

9. Name and Address of the firm's representative  
and whether the firm would be representing at  
the opening of the Tenders

10. Name of the Permanent Representative to be  
visiting VRC of CMFRI, Visakhapatnam regarding  
the contract

Date:  
Place:

*AUTHORISED SIGNATORY*

Please add supplementary pages to be numbered wherever needed by the Tenderer.



## **SCHEDULE-II**

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR  
PROVIDING .....  
(The Office of the Scientist-in-charge, VRC of CMFRI, Pandurangapuram, Visakhapatnam-530003)

### *Scope of Work:*

<p>Works to be undertaken by the skilled staff at Puri Field Centre of CMFRI.</p> <p>Duties to be undertaken:</p> <ol style="list-style-type: none"><li>1. Collection of marine fish landings data from the landing centres in Odisha.</li></ol>
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### **TERMS & CONDITIONS:**

1. The supporting/allied services staff 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.
2. Changing of Staff/Supervisor should be intimated to the Scientist-in charge.
3. The Scientist-in charge reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Scientist-in charge shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Higher secondary.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR for the purpose. All complaints should be immediately attended to by the Agency.
- 7 Uniform with colour specifications and pattern approved by ICAR should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
8. The agreement is terminable with one month notice on either side.
9. The contractor shall not sublet the work without prior written permission of the ICAR.
10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded
11. The selected agency shall provide the necessary personnel for \_\_\_\_\_ at this office. as per labour acts prevalent in respective state. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable

by the Institute, the Institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.

12. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.

13. Payment for service contract will be made monthly upon submission of pre-receipted bill.

14. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing allied services at this office shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.

15. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.

16. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, CMFRI shall be final and binding on the contractor.

17. Income Tax will be deducted from the payments due for the work done as per rule.

18. They should not live their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.

19. Changing of Supervisor/Staff should be intimated to the Caretaker.

20. The Contractor must employ adult labor only. Employment of child labor may lead to the termination of the Contract.

21. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.

22. Risk Clause: Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.

#### **LIQUIDATED DAMAGES CLAUSE:**

1. An amount equivalent to two days of contract amount. subject to a minimum of Rs. 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by Institute and if no action is taken within **one hour** liquidated damages clause will be invoked.

2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately. The Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Details of the Minimum 3 years experience/work done:

Sl. No.	Name of the Deptt./ Organisation & Name of contact person with Ph.No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorised Signatory)

**FINANCIAL BID :-**

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender: \_\_\_\_\_(time)

Date of opening of Financial Bid:

To

Sir, I/We wish to submit our Tenders for work contract for engaging three skilled staff at Puri Field Centre of CMFRI on the following rates:

No.	Particulars	Per month
	Monthly consolidated rate offered for THE JOB WORK CONTRACT FOR PROVIDING _____ in accordance with the highest Standards of Allied Services and as per the terms and conditions specified in the Tenders including all labour, material, transportation, specially covered all acts & taxes etc. as applicable from time to time.	_____ _____(Rs. In figure) _____ (Rs. In words)_____

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

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature  
Name & Address of the Firm  
Telephone No.  
Mobile No.

**ANNEXURE - II**

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at (place) on (month/year)..... Day of between..... .. (Institute)..... .. (hereinafter called Institute) through (designation of the competent authority in the Instts.) which term shall include its successors, assignees etc. on the first part and (name & address of the firm) , (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the (Institute) has decided to assign the annual job work contract for providing (nature of job) :..... at (Name of the Instts.) , (location).....to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. (date). and will remain in force for a period for one year but can be terminated by..... (Name of the Instts.) by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing..... (Nature of job)..... at..... (Location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the (name of the Instt.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at (name of the Instt.)..... premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The (name of the Instt.) shall have the right to ask for the removal from the (name of the Instt.) premises any personnel considered by the (name of the Instt.) to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.).
7. The manpower deployed by the Agency should work as per the working days and timings of the (name of the Instt.)..... . No extra wages will be paid for attending office on weekends, holidays and late -sitting.
8. Monthly consolidated charges for job/ work contract for providing..... Services at (name of the Instt.)..... is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the (name of the Instt.). The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into (name of the Instt.) premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Instt.) may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1943, E.P.F., E.S.1. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the Instt.) . on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.)..... due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the (name of the Instt.) . and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ..... (name of the Instt.) against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc.that are admisible to regular employees in the office of..... (name of the Instt.).
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt., State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the" contract with trust diligently and honestly.
22. In case of any accident loss of life of the workers during discharging duties compensation to be given to the workers, the same shall he borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE:**

1. An amount of Rs. 500/- will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by (Name of the Institute) and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of (competent authority in the Instt.) shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the Institute)

Witness:-

1.

2.

## ANNEXURE-III

(TO BE PRINTED ON RS.100 NON JUDICIAL STAMP PAPER BY THE HIRING ORGANIZATION)

### AGREEMENT

Article of Agreement made this day, the between Shri/Smt./ Kum. son / daughter of residing presently at \_ (the first party) and (designation of hiring authority representing the Institute) the second party.

Whereas the second party has agreed to hire services of first party for<sup>1</sup> ....in short<sup>2</sup> ..... on contract basis for the<sup>3</sup> .....programme funded fully/ substantially by<sup>4</sup> ..... and the first party has agreed to provide these services to the second party in that capacity for the period..... on the terms and conditions herein after contained.

**NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:**

**1. PERIOD OF CONTRACT:**

- (i) The period of contractual appointment shall be from<sup>5</sup> to <sup>6</sup>
- (ii) The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of external funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

**2. SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:**

- (i) The first party will present himself /herself at the place and time designated by the second party and render services to the second party broadly designated as<sup>7</sup> .....and described in detail in a job chart attached as Annexure-III (a)<sup>8</sup> to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs<sup>9</sup> .....per month.

**3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:**

- (i) Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his/ her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment up to 15th of the following month.

**4. OTHER TERMS AND CONDITIONS:**

As per Annexure-III(c)

**5. ANNUAL REVISION:**

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise the consolidated package by an amount not exceeding 10% of preceding year's package amount for the ensuing year.

**6. ACTION AGAINST FIRST PARTY:**

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party shall entitle second party to terminate services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

**7. TERMINATION OF CONTRACT:**

- (i) The contract can be terminated with notice of one month on either side or by depositing/ paying one month's package /contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii)The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

**8. STANDARDS OF SERVICE:**

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

**9. GENERAL:**

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second Party without any notice or compensation

( )  
Signed by First Party

( )  
Signed by the Second Party

by Authorized signatory

Name:

Name:

Address:  
Dated:

Address:  
Dated:

WITNESS

WITNESS

Signature  
Name:

Signature  
Name:

Address:

Address:



## **JOB CHART**

**ANNEXURE-III(A)**

Works to be undertaken by the skilled staff at Puri Field Centre of CMFRI.

Duties to be undertaken:

1. Collection of marine fish landings data from the landing centres in Odisha.

**ANNEXURE-III (B)**

**Explanatory Memorandum**

(For Superscripts marked in the Agreement)  
Columns/blanks not applicable may be marked as 'Not applicable'

1. Describe the work to be performed by the first party broadly and in brief e.g. providing medical services in rural areas/ providing data entry services/providing teaching services for students in class I to V etc.
2. Give a short designation for his work (avoid using a designation already in use for Government employees under service rules).
3. Mention the name of Centrally Sponsored Scheme, State Plan scheme or any Project for which being engaged.
4. Mention the name of funding agency like Government of India, ADB, World Bank and so on. If the payment is to be made from Institute Budget, please write 'Not applicable'.
5. Mention the date when the contract shall come into effect.
6. Mention of date up to which contract will subsist i.e. the date of disengagement of first party.
7. Repeat as at 2.
8. Describe the service expected to be rendered by the first Party. An example is at Annexure-I (a).
9. State the amount at which first party has been engaged.
10. Decide this increment amount by keeping in view first party's absolute and relative performance. Highest possible increases are to be given to not more than 10% of contract service providers.
11. The contractual appointee may be allowed to travel on duty in bus/ rail as per entitlement which may be like this.
  - [i] Contractual appointee availing package below Rs 10,000/- per month be allowed to travel in deluxe bus and second class in rail.
  - [ii] The appointee availing package above Rs. 10,000/- be allowed in deluxe bus and III AC in Rail. No Air Journey be allowed, no taxi, and no own car shall be allowed for making journey.
12. Daily allowance may be determined @ 0.75% of consolidated amount for service providers manual, clerical ministerial, computer services and @ 0.50% (minimum Rs. 75/-) for professional/officer services.

**ANNEXURE-III (C)**

**OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF FIRST PARTY**

- (i) Leave: 20 days leave in a calendar year shall be allowed to first party on proportionate basis e.g if first party joins on 1st July then he/she shall be allowed 10 days leave. Similarly, if he/she is appointed from 1st December, then he/ she shall be allowed leave of ½ day only. Leave shall accrue on monthly basis. However, second party can permit use of leave to accrue during a calendar year only in advance for deserving reasons. Unavailed leave shall stand lapsed at the end of calendar year.
- (ii) Maternity Leave: Maternity leave upto two months each for maximum two children would be admissible to female employees.
- (iii) Gazetted/ Restricted holidays: Holidays gazetted by Central/respective State Govt. shall be admissible to first party. However, no restricted holidays shall be admissible.
- (iv) Permission for leaving Headquarters: First party will not leave headquarters without prior permission of second party or his/her authorized in this regard.
- (v) Travelling Allowance: In case of tour as directed by second party, first party shall be eligible for travelling allowance as under:
- (a) Travel Cost: First party shall be provided reimbursement of travel cost on production of tickets of class (here specify his/her entitlement)<sup>11</sup>.
- (b) Daily Allowance: The first party shall be allowed daily allowance at the rate of Rs..... per day<sup>12</sup>
- (c) Local Transport: Rs.3/- per km from office/ residence to Bus/ Railway stations & Vice versa.
- (vi) Annual Appraisal: An Annual Appraisal Report will be prepared by second party on the basis of monthly report, which shall also form basis of extensions of agreement period shall be under condition No.1 and annual revision under condition No.5 of the Agreement. Proforma for appraisal report may be prescribed by Director of the Instt.
- (vii) First party shall not be entitled for any Government accommodation.
- (viii) First party shall not be entitled for any regularization or any special preference in regular recruitment.
- (ix) First party shall not be provided any loans and advances by the second party.
- (x) No bonus shall be payable to first party.
- (xi) No terminal leave shall be admissible on termination of the contract.
- (xii) TDS on income, if due, shall be recovered from package payable to first party.
- (xiii) General Conditions, ethics and observance:
- (a) The first party shall observe general satisfactory conducts and ethics at the level expected under orders/rules and instructions issued by higher authorities/second party.
- (b) The first party shall be non-transferable.
- (c) The first party will not accept any full time/part time employment or engage in any other work, business occupation or pursue any study course without the prior approval of the second party.
- (d) All manufacturing or construction department/ organizations/ consultancies etc., with which the first party might be associated with, will not be eligible to participate in bidding for any goods or works/consultancy etc. resulting from or associated with the project of which this party assignment forms a part.
- (e) In case uniform/livery is compulsory, the first party will comply the instructions, for which no extra payment will be made by second party.