



F.No.50(09)2023-24/Garden & Horticulture Tender/JCC/475

Dated : 26.07.2024

To,  
M/s. JAGDAMBA SERVICE SOLUTIONS PVT. LTD.,  
1005, Corporate Annexe, Near Udyog Bhavan,  
Sonawala Road, Goregaon East,  
Mumbai - 400 063.

Sub : Work Order - Providing for Annual Maintenance Contract of Gardens & Horticultural Works on Job Contract basis at ICAR-CIFE, Mumbai.

Ref : Tender ID No. GEM/2024/B/5008174 dated 04.06.2024.

Sir,

With reference to Tender ID No. GEM/2024/B/5008174 dated 04.06.2024, the Director, ICAR-Central Institute of Fisheries Education (ICAR-CIFE), Mumbai is pleased to accept your tender Bid and offer Work Order for contract titled "PROVIDING ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURE SERVICES AT ICAR-CIFE, MUMBAI" for job/work equivalent to 420 mandays in a month, at a total Tender Amount of Rs. 5,17,284.87 (Rupees Five lakhs Seventeen thousand Two hundred Eighty Four and Paise Eighty Seven only) per month (for complete month). The present contract will come into force with effect from 05.08.2024 and will remain in force initially for a period of 1 year (i.e. upto 04.08.2025). Annual Value of the Contract is Rs. 62,07,418.44 (Rupees Sixty-Two lakhs Seven hundred Four hundred Eighteen and Paise Forty Four only)

The following are the Terms and Conditions of the Contract :

1. The present contract offered to your firm is a Job Contract on lump-sum payment basis for providing above mentioned services equivalent at ICAR-CIFE, Mumbai.
2. The workforce (i.e. manpower) for carrying out above mentioned works at this Institute, i.e. ICAR-CIFE, Mumbai shall be employees of your firm and will work directly under your supervision and administrative control. There shall be no employer and employee relation between ICAR-CIFE and workforce provided by your firm and will have no legal/labour aspects whatsoever on part of ICAR-CIFE.
3. Any worker found to be a member of any union or operating any union should not be deputed by you on/for this job. If found guilty you will be liable for the appropriate action by ICAR-CIFE. Further, you will be liable for peacekeeping between workers in the premises of ICAR-CIFE, and any unrest arising between workers resulting in violating of peace in the premises may be liable for precautionary action initiated by Director, ICAR-CIFE, Mumbai.
4. The amount quoted by your firm in the Tender is Rs. 5,17,284.87 (Rupees Five lakhs Seventeen thousand Two hundred Eighty Four and Paise Eighty Seven only) per month. It is expected that the same is calculated based on the minimum wages for basis of 30 days in a month as notified by the Ministry of Labour, Govt. of India from time to time. However, the service charges of your firm will remain intact throughout the period of contract or extension of the contract, if any. This Job Contract will be governed by the Minimum Wages Act / Statutory levies as per the notification issued with Ministry of Labour, Govt. of India from time to time.

5. The services are to be carried out directly under the supervision of your firm strictly as per the Terms & Conditions and various clauses stipulated in the Tender Documents.
6. An amount of **Rs. 6,20,742/- (Rupees Six lakhs Twenty thousand Seven hundred Forty Two only)** should be deposited **before 31.08.2024** by your firm towards **Security Deposit** in the form of crossed Demand Draft drawn in favour of **"ICAR UNIT – CIFE"** payable at Mumbai. The Security Deposit shall be released after 30 days on the expiry of the contract or extension of the contract, if any.
7. Payment to Workers shall be made by your firm as per the minimum wages act and with all other benefits as notified by the Govt. from time to time. The bills shall be submitted along with the disbursement of receipts/challan in support of payment of EPF and ESIC.
8. EPF and ESIC Account numbers of the workers employed by your firm at this Institute (i.e. ICAR-CIFE) for carrying out job/service as mentioned in the tender must be provided to the undersigned within a month along with all necessary documentary evidences. This is mandatory requirement without which the bill submitted by your firm shall not be considered for payment.
9. Payment to the workers employed by your firm for **"PROVIDING ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURE SERVICES AT ICAR-CIFE, MUMBAI"** should be made by RTGS/PFMS transaction latest by the 7<sup>th</sup> day of the following month.
10. Maintenance of the record of payment of wages and other relevant records as required under prevailing labour laws and regulations and other facilities including medical facilities to the Workers is the responsibility of your firm.
11. TDS and other mandatory taxes shall be deducted from the bill as per the laws of the land.
12. Your firm shall be fully responsible for all legal and statutory matters arising out of the Contractor workers or anything related thereof.
13. In case of any dispute arising out of non-payment of wages to workers in any court, sole responsibility lies with the contractor to attend the respective court proceedings and settle the issues, and CIFE will not be liable for any allegation whatsoever in this regard.
14. All the workers employed should have/wear uniform, (cap, gumboot/shoes, Rain gear/ coat) etc. and should be trained to use gardening equipments safely.
15. All the workers employed by your firm should wear I-Card, which is mandatory while on duty. Copy of their Aadhar Card and Police verification is a must for certifying their credentials.
16. The Competent Authority has the power to increase or decrease the man-days as per the requirements and availability of funds from time to time and you/your firm shall comply accordingly.
17. Your firm should obtain a required valid license and produce it on demand when made in representation along with the document under the Contract Labour (Regulation and Abolition Act 1970) and Contract Labour Act (Regulation and Abolition Central Rules 1971) and keep the license valid till the expiry of this contract or extension of the contract, if any. You are required to comply with all the rules and regulation of the Labour Act and Minimum Wages Act in force as stipulated by Central and State Governments from time to time.

18. Whenever and wherever if it is found that the work is not up to the mark or satisfactory in any department/section of the Institute, the same will be brought to the notice of the supervisory staff of the firm by Institute and if no action is taken within specified time as indicated in the tender document, liquidity damages clause will be invoked. An amount equivalent to two days of the contract amount, subject to a minimum of Rs. 1,000/- (Rupees One thousand only) will be levied as liquidity damages per day.
19. This letter will constitute a legal and binding contract between ICAR-CIFE and **M/s. JAGDAMBA SERVICE SOLUTIONS PVT. LTD.** Till such time the contract agreement is signed. You will enter into and execute the contract agreement within 15 days from the date of issue of Work Commencement Order. You are requested to arrange the non-judicial stamp paper of value Rs. 100/- for signing the contract agreement. A copy of the draft agreement is enclosed herewith for further necessary action.
20. In case of any dispute, the decision of Director, ICAR-CIFE shall be final and binding on the part of contractor.
21. **All other terms and conditions remain same as mentioned in the tender document.**
22. The Director, ICAR-Central Institute of Fisheries Education, Mumbai reserves the right to terminate the contract at any time by giving one month's notice. The decision of Director, ICAR-CIFE, Mumbai shall be final and binding on your firm in such cases.

If this WORK ORDER offering your firm the contract for **PROVIDING ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURE SERVICES AT ICAR-CIFE, MUMBAI** with the Terms & Conditions mentioned above besides various clauses reflected in the Tender Documents are acceptable to your firm, you may send the willingness to take up the contract by signing the duplicate copy of this letter as a token of your acceptance to this Work Order within 07 days from the receipt of this letter, failing which it will be presumed that you are not interested in the contract. The work commencement order will be issued after receiving willingness letter from your firm.

Yours faithfully,

  
**ADMINISTRATIVE OFFICER.**

Encl. : (i) Duplicate copy of this letter.  
(ii) Draft Agreement copy.

Copy to –

1. Director Cell / Joint Director Cell for the favour of kind information of the Director.
2. Chairman (JCC) / Comptroller / Estate Officer / Vigilance Officer, ICAR-CIFE, Mumbai.
3. AO/F&AO/DDO/AAO (JCC), ICAR-CIFE, Mumbai.
4. [webmaster@cife.edu.in](mailto:webmaster@cife.edu.in)
5. Assistant Labour Commissioner, Shram Raksha Bhavan, Shiv Shrushti Road, Eastern Express Highway, Sion (E), Mumbai-400 022 for information.

**DRAFT SPECIMEN AGREEMENT ( ON Rs. 100 Non Judicial Stamp Paper)**

This agreement is made on ..... 2024 between the Director, ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION, Mumbai (ICAR-CIFE, Mumbai) and ... .. (firm name) through the Director which term shall include its successors, assignees etc. on the first part and (name & address of the firm), hereinafter called Firm, which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas, the ICAR-CIFE, Mumbai invited on online GeM portal from reputed firms with experience & financial capability for providing for **Annual Maintenance Contract of Gardens & Horticultural Works on Job Contract basis at ICAR-CIFE, Mumbai** and whereas the ICAR-CIFE, Mumbai has decided to assign the annual contract to the firm M/s. .... 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 the Director, ICAR-CIFE, Mumbai by giving one month prior notice in writing of its intentions to terminate the Agreement.
- 2) The contract will be initially for a period of one year, subject to satisfactory performance and extendable for a further period to continue on mutually agreed with the same term and conditions. The firm shall be responsible for annual contract for providing for Annual Maintenance Contract of Gardens & Horticultural Works on Job Contract basis at ICAR-CIFE, Mumbai.
- 3) The firm shall ensure that all workers/labours deployed at site are of good character, well behaved, competent, reliable persons with robust health, clean record and qualified/trained to use gardening equipments safely. In case of any worker/labour provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons.
- 4) The firm will provide full particulars i.e., self-attested copy of Aadhar/Voter Card, UAN No. to every deployed worker for providing the services and get their character and antecedents verified from the Police Authorities. In case of replacement of deployed workers, the requisite documents should must be submitted to this office before submission of bills.
- 5) The firm shall issue valid identity card with photo to each security worker/labour deployed for services before entry into ICAR-CIFE, Mumbai premises.

- 6) All workers deployed at ICAR-CIFE, Mumbai deemed to be an employee of the firm and the ICAR/CIFE shall have no liability on this account in any manner.
- 7) **Arbitration Clause:** In the event of any dispute or difference between the parties arising out of or in connection with this agreement such dispute or differences shall be settled amicably by the parties by mutual consultation/discussion and in case the parties fail to arrive at any amicable settlement, the dispute shall be referred to the sole arbitration of a person nominated by Secretary, ICAR. The award of the Arbitrator shall be final and binding on both the parties. Arbitration proceeding shall be governed by existing law on arbitration matters and the seat of the Arbitration shall be at Mumbai.
- 8) Monthly charges will include the wages to be paid to the workers, service charges and other taxes as detailed in the financial bid for providing of Annual Maintenance Contract of Gardens & Horticultural Works on Job Contract basis at ICAR-CIFE, Mumbai as per terms and conditions specified and scope of work as per the Tender Document. This payment includes all statutory payment/charges such as ESIC, EPF, GST and all other applicable taxes from time to time. However, if during the period of contract, as and when the minimum wages for services are revised by the Ministry of Labour, Govt. of India, the rates payable for the deployed manpower shall be revised to the new wages. Revised rates shall be applicable only from the month, the agency submits the revised minimum wages letter from the authorities. The Contractor will pay the applicable minimum wages of Govt. of India to the staff as & when revised by the Ministry of Labour, Govt. of India.
- 9) **Payment Terms:** The minimum wages, EPF, ESI, GST payments shall be reimbursed by this Institute to the service provided only after submission of documentary evidence in this regard. The payment will be released by the Institute in the form of RTGS/NEFT or ONLINE TRANSFER to the firm after satisfactory services. Wages should be according to Minimum Wages Act and other statutory Acts applicable as Ministry of Labour, Govt. of India. ICAR-CIFE, Mumbai reserves the right to check periodically payment of wages made by the contractor to worker deployed. **However, the firm has to ensure the payment of monthly wages to the Worker by the first week of next month without waiting for his payment.**
- 10) The deduction of Income Tax (TDS) from the bills of the firm will be made at source as per rates applicable from time to time.
- 11) The firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

- 12) In case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-CIFE, Mumbai shall have power to terminate the contract.
- 13) That the firm agrees to discharge all their legal obligations in respect of their workers in respect of this 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. E.P.F. and E.S.I.C. Act etc. Firm agrees to indemnify and keep indemnified the Institute on account of any failure to comply with the obligations under various laws or damage to ICAR-CIFE, Mumbai Campus.
- 14) It is also agreed that under no circumstances, the volunteers and employees/workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the ICAR-CIFE, Mumbai, the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the Institute, 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 admissible to regular employees in the office of ICAR-CIFE, Mumbai.**
- 15) The contract is subject to the conditions that the firm shall comply with all the laws of Central Govt. as applicable relating to the contract. It will be binding on the part of contractor to comply with provision of the statutory liability as indicated above for which the contractor should agree.
- 16) In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm.
- 17) The firm shall not transfer its right of work, sublet or sub-contract to anyone else.
- 18) The firm or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
- 19) 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. Any misconduct/misbehaviour on the part of the manpower deployed by the firm will not be tolerated and such person(s) will have to be replaced immediately.

- 20) In case of any accident/loss of life of the workers during discharging duties, if any compensation is awarded, the same shall be borne by the firm.
- 21) There will be surprise checking by an Officer of ICAR-CIFE, Mumbai. If any shortcomings pointed out by him shall be restored by the contractor within 24 hours of this bringing to his notice.
- 22) The firm shall provide a coordinator for immediate interaction with the ICAR-CIFE, Mumbai.
- 23) The terms and conditions as stipulated in the tender documents shall be part of this agreement.
- 24) The firm has to ensure that no workers/labours are affiliated/associated with any UNION / ASSOCIATION.
- 25) **Liquidated damages clause:** That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit. Whenever and wherever if it is found that the work is not up to the mark or satisfactory in any department/section of the Institute, the same will be brought to the notice of the supervisory staff of the firm by Institute and if no action is taken within specified time as indicated in the tender document, liquidity damages clause will be invoked. An amount equivalent to two days of the contract amount, subject to a minimum of **Rs. 1,000/- (Rupees One thousand only)** will be levied as liquidity damages per day.
- 26) For persistent breach or unsatisfactory services-termination of contract along with forfeiture of performance security deposit and blacklisting.

The Director, ICAR-Central Institute of Fisheries Education, Mumbai reserves the right to terminate the contract at any time by giving one month's notice. The decision of Director, ICAR-CIFE, Mumbai shall be final and binding on your firm in such cases.

(Authorized Signatory)

For and on behalf of the Director, ICAR-CIFE, Mumbai.

(Authorized Signatory)

For and on behalf of the firm

Name & Signature of Witness 1:

Address :

Name & Signature of Witness 2:

Address :