

TENDER FOR OUTSOURCING OF MANPOWER

Estimated cost: Rs. 365 Lakhs

Earnest Money Deposit: Rs. 5 Lakhs

NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL, TELANGANA

Year 2019

Cost of Tender Document: Rs.2,000/-

Contract for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years** for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.”

Name of the Firm:.....

.....

(Signature of Officer Issuing)

Date of Tender Issue : 31.05.2019 at 12:00 hrs.
Last date of Tender submission : 02.07.2019 at 14:00 hrs.
Opening of Technical Bids : 02.07.2019 at 15:30 hrs.

TECHNICAL BID**NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL**

Name of the Work: Outsourcing of Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years** for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.”

CONTENTS OF TENDER DOCUMENT

| Sl. No. | Description of Contents. | Page No. |
|----------------|--|-----------------|
| 1. | Tender Notice | 3 |
| 2. | Scope of Work and General instructions for tenders | 4-6 |
| 3. | Technical Bid | 7-11 |
| 4. | Financial bid | 12-15 |
| 5. | Terms & Conditions | 16 |
| 6 | Agreement | 17-21 |

Cost of Tender = Rs.2,000/-

Tender issued to:-

M/s _____

Telephone No. _____

Mobile Telephone No. _____

(Signature of the Bidder)

NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL (TELANGANA)

NOTICE INVITING TENDER

Sealed Tenders/Quotations on behalf of Director, NIT, WARANGAL are invited in Two Parts(Technical & Financial Bids) from reputed agencies/firms for entering into the Contract for Providing Man-power— “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works” and in case of any other requirement, it will be dealt as per Government of India instructions for a period of **two years**. Extendable on mutual agreement with same terms and conditions for a further specified period the tender should be submitted in **Two-parts** i.e., Technical Bid (Part-1) and Financial Bid (Part2). The Estimated cost of work is Rs. 365 lakhs.

The prescribed tender form and the copy of Terms & Conditions can be downloaded from NIT website or collected in person from the Office of Registrar, NIT, Warangal on any working day **up to 5.00 P.M till 01.07.2019** against the payment of Rs.2000/- (which is non-refundable) through cash or Demand Draft drawn in favour of Director, NIT, Warangal or can be downloaded from the website of NIT, Warangal (www.nitw.ac.in) in which case **Rs. 2000/-** may be paid by Demand Draft at the time of submitting tender document. The duly completed tender forms along with EMD of **Rs. 5,00,000/- (Rupees Five Lakhs only)** in the form of Demand Draft/Bankers Cheque/Pay Order from any scheduled Bank drawn in favour of Director, NIT, Warangal with required documents **should reach NIT, Warangal on or before 02.07.2019 up to 14.00hrs.** The tenders (Technical bids) received shall be opened in the **Registrar’s Room, Admn Building at 15.30hrs on 02.07.2019** in the presence of bidding agencies or their authorized representatives, if any. The Competent Authority reserves the right to accept or reject any or all of the tenders without assigning any reasons thereof, if any.

Important Dates

Sale of Tender Documents: from 31.05.2019 to 01.07.2019
on all working days from 10AM to 5PM

Last Date for Submission of Tenders: 02.07.2019 at 15:30 hrs

Date & Time of Opening of Tender (Technical Bid) : 02.07.2019 at 15:30 hrs

Date & Time of Opening of Tender (Financial Bid) :

Complete details of Scope Work and Terms & Conditions are available on NITW Website: www.nitw.ac.in

Registrar
NIT Warangal

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

National Institute of Technology, Warangal (NITW) requires the services of reputed, well established companies/Agencies to provide Man-power (Skilled, Semi-skilled Un-skilled and other categories) for a period of **Two years** for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.”

1. Tender should be submitted in two parts. **Part I** should consist of all technical details including their previous experience, nature of work carried out, number of trained man-power provided for each work, etc., and other commercial points as detailed in Annexure IV and V of the tender document. **Part II** should contain only the charges (price). Signed and sealed Part I and Part II should be kept in separate sealed covers.

2. The cover for Part I (Technical Bid and terms & conditions) should be super-scribed as “Technical bid for providing Man-power –for the year **2019** at NITW, Warangal” and the cover for Part II (Financial Bid) should be super-scribed as “Financial bid for providing Man-power –for the year 2019 at NITW, Warangal”. EMD should be kept in a separate sealed cover super-scribed as “EMD – Contract for providing Man-power for the year **2019** at NITW, Warangal” and all the three covers should be kept in a single sealed cover super-scribed as “Tender for providing Manpower-for the year **2019** at NITW, Warangal”. The Financial Bid of only those agencies will be opened which are considered technically responsive and qualified in Part I i.e., Technical bid. The bidder should sign all the pages of the tender document as a token of having accepted the terms and conditions stipulated therein.

3. The tenure of the contract will be for a **period of Two years** which may be extended for a further period of one year subject to satisfactory services and mutual agreement.

4. The tenders should be sent either by Regd. Post/Speed Post addressed to the Registrar, National Institute of Technology, Warangal (Telangana) or delivered in person (put in the Tender Box kept in the Office of the Registrar, NITW **on or before 02.07.2019 up to 14.00hrs**. The duly submitted tenders will be opened **on the same day at 15.30hrs** . in the Meeting Room, 1st Floor, NITW, Warangal. In case of submission of tender by post, the respective agencies should ensure that the posted tender reaches NITW well in advance so as to reach before the closing date and time indicated above. NITW will not be responsible for any postal delay. **The late/delayed tenders whether sent by post or delivered in person will be rejected.**

5. Submission of **EMD of Rs. 5,00,000/- (Rupees Five Lakhs only)** is a must and should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker’s cheque/ Pay Order from any schedule bank drawn in favour of Director, NITW payable at Warangal. EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be adjusted as part of performance guarantee. EMD submitted by other

unsuccessful bidders will be returned after finalization of the contract. Tenders received without valid EMD will be summarily rejected.

6. For due performance of his/her/their obligations under the contract, during the validity, the successful bidder (s) shall have to deposit **10% of the awarded value** as performance guarantee, which will be free of interest, and **valid for a period of 18 months** from the date of commencement of the contract, immediately after the contract agreement and valid for a period of **12 months** from the date of commencement of work. The performance guarantee covering the period of contract is to be furnished in the form of Bank Guarantee/DD as per the format furnished by the Institute from any of the Nationalized Banks or other scheduled banks. The performance guarantee will be forfeited in case of breach of contract. After successful completion of the contract, the performance guarantee will be refunded after adjusting the dues, if any, to the NITW from the Contractor. In case the contract is extended, the performance guarantee will have to be renewed by the Bidder.

7. The bidder should ensure that the amounts are written legibly in such a way so as to prevent any possible manipulation. No blank space should be left.

8. Canvassing in any form/manner is strictly prohibited and the agency resorting to canvassing will be liable for rejection on that ground alone.

9. The agency shall not be permitted to bid of an officer in the grade between Director and Junior Engineer is posted in NITW. He/she shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relative as mentioned above.

NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including Step mother), Son (including step son), Son's wife, Daughter (including step daughter), Daughter's husband, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother(including step brother), Brother's wife, Sister (including step sister) and Sister's husband.

10. The bids submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.

11. The agency shall quote rates both in figures and words failing which the bid is liable to be rejected. He/She shall also work out the amount for each item of work and write in both figures and words. On checking, if there are differences between the rates quoted by the agency in words and in figures or in the amount worked out by him/her, the following procedure shall be followed.”

(i) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as correct.

(ii) When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be taken as correct.

(iii) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.

15. That the persons deployed by the contractor under the contract 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 (who is answerable to the Competent Authority of NIT i.e. Director, NITW or his representative) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the NITW. Subcontracting shall not be permitted.

16. The Earnest Money (EMD) will be forfeited, if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.

17. Failure to fulfill any of the conditions given above shall render the bid/bidder liable for rejection.

18. The Director, National Institute of Technology, Warangal does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.

PART-1 (TECHNICAL DETAILS)

1. The tendering manpower Company/Firm/Agency should fulfill the following technical specifications:

- a) The Register Office or one of the Branch Office of the manpower Company/Firm/Agency should be located in the state of Telangana.
- b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority;
- c) The Company/Firm/Agency should have its own Bank Account;
- d) The Company/Firm/Agency should be registered with Income Tax and GST departments;
- e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- f) The Company/Firm/NGO/Agency should have a minimum financial turnover of **Rs.2,00,00,000/- (Rupees Two Crores only)** per annum during last three preceding financial years.

2. The tendering companies/Firms/Agencies are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid in the Annexure VI, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a) Registration certificate;
- b) Copy of PAN card;
- c) Copy of the IT return filed for the last three financial years;
- d) Copies of EPF and ESI certificates;
- e) Copy of the GST registration certificate;
- f) Valid Labour license issued by the appropriate authority.

3. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

4. The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled & unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc along with an attested copy of Annual Returns filed by him in respect of his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.

5. Work done certificate for having successfully executed/completed similar works during the last 3 years ending last day of March of the current year i.e. **2019**, should be either of the following :

- i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR
- ii. Two similar completed works costing not less than the amount equal to 60% of the estimated cost OR

iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means execution of providing Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.

Similar works does not include Security Services, etc.

6. The bidder must have annual financial turnover of an amount of **Rs. 2,00,00,000/- (Rupees Two crore only)** during the last 3 years ending 31st March of the previous year in each financial year which shall be duly certified by a Chartered Accountant.

7. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for the tendered work should not be involved in any police case or have any case pending against them. Police verification certificate for the persons deployed for work to be submitted on demand.

8. The entire tender document should be duly signed & sealed by the bidder.

9. The bidder shall submit the information regarding his/her firm in the format enclosed as Annexure "V" as part of Technical bid along with terms & conditions (duly signed).

10. The deployed personnel should be well-mannered and maintain the office decorum and discipline.

11. Bidder should note that different firms/agencies having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.

12. If in the opinion of the Director, NITW the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately.

13. The requirement of skilled, semi-skilled, un-skilled, clerical & non-technical supervisory and other categories of workers will be purely need based. The number of Contractor's workers therefore, may be increased or decreased any time. The Director, NITW will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

PAYMENT CONDITIONS:

1. The Contractor will submit the monthly pre-receipt bills along with a copy of challan towards EPF & ESIC payment in respect of his employees in triplicate after satisfactory completion of the work to the authorized Officer of the Institute for certification for payment. The officer, on receipt of the bill, will check the work record, and thereafter process the bill for payment

2. All bills should be submitted on printed forms, duly signed and pre-receipted.
3. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the certificate of satisfactory performance of work from the officer(s) concerned of the National Institute of Technology, Warangal. A certificate to the effect that all labour laws comply all statutory payment including EPF, ESIC payments, etc. are being followed has to be furnished with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him/her.
4. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
5. In case of any delay in processing of the bills, the contractor would be required to ensure the **payment of its workers by 7th of every month** and there should be no linkage between this payment and settlement of the contractor's bill from NIT, Warangal.
6. The contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the NITW and shall on demand furnish copies of wages register/muster roll etc. to the NITW for having paid all the dues to the persons deployed by him for the work under the Agreement.

COMMENCEMENT OF WORK:

The Contractor is required to start the work with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the NITW, at its sole discretion may cancel the work order/award and the EMD Performance guarantee shall be forfeited without any further reference to the Contractor.

Technical Details should be provided in the prescribed format i.e. Annexure "V" which should inter alia contain the specified documents.

TECHNICAL DETAILS

| Sl. No. | Particulars | Fill in the details |
|---------|--|------------------------------------|
| 1. | Name of Firm/Bidder/ Company (in block letters). | |
| 2. | Permanent Address & Telephone/mobile No. | |
| 3. | Year of Incorporation of the NGO/Firm/ Company | |
| 4. | Full Postal Address with Telephone/Fax No./ E-mail : | |
| 5. | Details of experience of providing Services as indicated in Annexure IV at point 5 for the last three years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose completion certificates issued by such clients). | (Attach as enclosure & refer here) |
| 6. | Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet) | (Attach as enclosure & refer here) |
| 7 | Copy of Annual Return along with Challan form in r/o ESIC & EPF payment for his/her employees. | (Attach as enclosure & refer here) |
| 8. | EMD details (Amount, Bank Draft No. & Date, Banker's_ Name & Branch) | (Attach as enclosure & refer here) |

| | | |
|-----|--|---|
| 9. | Proof of annual financial turnover from his/her /firm's Chartered Accountant. | (Attach as enclosure & refer here) |
| 10. | An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or Company has never been black listed/not involved in any Police case or indicted by any Hon'ble Court. | (Attach as enclosure & refer here) |
| 11. | Latest Income Tax Returns (with TAN/PAN No.) GST Registration number with last three years returns (enclose photo copies). | (Attach as enclosure & refer here) 1. Income Tax _____ 2. GST _____ 3. TAN _____ 4. PAN _____ |
| 12. | Details of establishment Registration with date obtained from the concerned authorities (enclose photo copies). | (Attach as enclosure & refer here) |
| 13. | Details of E.S.I.C. Registration with Date | |
| 14. | Details of E.P.F. Registration with Date | |
| 15. | Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies). | (Attach as enclosure & refer here) |
| 16. | Copy of Labour License issued by appropriate authority. | Attach copy and refer here. |

Date :

Signature of Bidder:
Seal & Address:

PART-II

(FINANCIAL BID)

- a. Financial bid should be in the format enclosed with tender at Annexure VIII in separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.
- b. Tender (bid) envelope should be sealed by sealing wax. The envelopes containing Technical Bid, Financial Bid and EMD should be in separate sealed covers and all the three covers should be put in one sealed cover as indicated above.
- c. The tender/bid should be completely filled and signed in ink legibly or type-written giving full address of the bidder. The bidder should quote in figures as well as in words, the amount quoted by him. Alteration if any, unless legibly attested by the bidder with his full signature shall invalidate the tender/bid. The bidder should duly sign the entire tender documents/bid personally.
- d. The bidder should ensure that the amounts are written legibly in such a way that manipulation is not possible. No blank space should be left.
- e. Failure to fulfill any of the conditions given above shall render the tender/bid liable for rejection.
- f. **The number of requirement of manpower indicated in Financial Bid is provisional and may vary at the time of award of work (Actual basis).**

ANNEXURE VII

To be submitted in Original on your Company/Firm Letter Head

Ref: _____ Dated: _____

The Director
National Institute of Technology,
Warangal.
(Telangana)

Sub: Contract for providing Man-power—Skilled, Semi-skilled Un-skilled and other categories for a period of **two years** for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.”

Sir,

With reference to NITW Tender Notice Inviting quotations for providing manpower on Contractual Basis, following the Two Part system, we hereby enclose the rate quotation in the prescribed proforma in two parts i.e. (Technical & Financial) in the prescribed proforma separately.

We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the Terms & Conditions of the Tender Document.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Address:

Mobile/Telephone No.

Seal of the Company/Firm

Date:

FINANCIAL BID

Rates for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two Years** “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.”

| CATEGORY | Number of Persons | Wages per Month | Total Monthly wages (2x3) | ESI @ 4.75 % of Basic wages of column 4 | EPF @ 13.15% ON BASIC WAGES of column 4 | Bonus @8.33% of Basic wages of column 4 | TOTAL Column 4 to 7 | Service charge in % of basic wages | Total (8+9) | GST @ 18% On column 10 | TOTAL AMOUNT (10+11) |
|------------------|-------------------|-----------------|---------------------------|---|---|---|---------------------|------------------------------------|--------------|------------------------|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| skilled | | | | | | | | | | | |
| Semi-Skilled | | | | | | | | | | | |
| Un skilled | | | | | | | | | | | |
| Total | | | | | | | | | | | |
| In words (Rupees | | | | | | | | | | | only) |

Total amount for (Two years) _____ X12

Months=_____ (Rs. _____ only)

NOTE: The requirement of manpower indicated in the above Financial Bid (column 3) is provisional and may vary at the time of award of work (Actual basis).

Date:
Place:

Signature of authorized person
Full Name:
Seal

Over time rates per hour

| | |
|---------------------|--|
| SKILLED | |
| SEMI-SKILLED | |
| UN-SKILLED | |

Signature of authorized person

Full Name:

Seal:

Date:
Place:

TERMS & CONDITIONS

1. As it is mandatory for the Contractor to pay minimum wages as fixed by the Central or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, GST etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evaluation.
2. As other factors like Minimum wages, ESIC, EPF, GST etc., are constant as per govt., rates the contract will be finalized on the basis of least Service Charges quoted by the contractor. Wherein case service charges quoted by two or more agencies are same, L1 will be decided by considering the highest amount of valid works as described at Sl. No. 5 in the ANNEXURE IV of technical bid which is submitted by the bidders in a separate sheet.
3. Disbursement of salary to contractual employees shall be done by the contractor in the presence of an authorized representation at NITW on or before 7th day of every month.
4. No contractual employee will be allowed to enter in the premises without identify card issued by the contractor.
5. The contract shall be for **Two years** period from the date of award unless it is curtailed or terminated by NITW owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirements etc.
6. The contract shall automatically expire at the end of **Two years**, unless extended further by the mutual consent of contracting agency and NITW.
7. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and NITW.
8. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
9. The bidder will be bound by the details furnished by him/her to NITW, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/firm liable for legal action besides termination of contract.
10. NITW reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
11. The Contractor is required to abide by the terms and conditions of agreement enclosed herewith.

AGREEMENT

(Agreement for providing skilled, semi-skilled and un-skilled workers)

This AGREEMENT made on this.....day of between National Institute of Technology, Warangal an autonomous institute, under the Ministry of Human Resources & Development, Govt. of India, registered under the Societies Registration Act and having its office at NIT Campus, Warangal (hereinafter referred to as NITW) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

_____ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the NITW is desirous of awarding Contract for providing Outsourcing of Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years** for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works” at National Institute of Technology, Warangal and where the contractor has offered to provide skilled, semi-skilled and un-skilled workers on the terms and conditions hereinafter stated.

WHEREAS the contractor has represented that he/she/firm is a registered Contractor under the provisions of contract labour (Regulation and Abolition Act), 1970 and has further represented that he/she is eligible to get this contract and there is no legal or any other bar on him/her/firm in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this Contract shall be carried out by the contractor at his own expenses, etc., and the contractor shall report the compliance thereof to the NITW. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS the NITW has agreed to award the contract as per details of this Tender Document for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of Two years for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.” workers, hereinafter mentioned as the work assigned.

AND WHEREAS the contractor has agreed to furnish to the National Institute Technology a performance guarantee of @10% of the awarded value by way of Bank Guarantee/Fixed Deposit in favour of Director, NITW.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS

1. That it is explicitly 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 an employer employee relationship accrue/arise implicitly or explicitly between the said persons and the NIT, Warangal. Subcontracting shall not be permitted.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Registrar, NITW or his nominee. Subsequently, the contractor shall review the work assigned from time to time as advised by the Registrar, NITW or his nominee for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Registrar, NITW or his nominee in this respect from time to time.
3. That the Registrar, NITW or his nominee shall be at the liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person(s) on reporting/intimation by the Registrar, NITW or his nominee in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Registrar, NITW or his nominee in case of any of the aforesaid misconduct on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall carefully and diligently perform the work assigned to him/her/firm as mentioned at Annexure 'A' in consultation with the Registrar, NITW.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit person. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the contractor shall submit details, such as, names, parentage, residential address, age, contact detail, etc., of the persons deployed by him/her in the premises of the NITW. The contractor shall issue identity cards bearing their photographs/ identification, etc., to the employees deployed for the work for their proper identification and such employees shall display their identity cards while entering/ leaving and on duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.
5. That the contractor shall at his own cost take necessary insurance cover in respect to the aforesaid services rendered to NITW and shall comply with the statutory provisions of contract Labour (Regulations & Abolition) Act 1970. The contractor shall abide by and honour the Employees

State Insurance Act, Workman's Compensation Act 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The minimum Wages Act 1948; Employer's Liability Act 1938; Employment of Children Act 1938, maternity benefit act and any other Rules/regulation and statutes that may be applicable to them.

6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the NITW indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any by-laws or rules framed under or any of these the NITW shall be entitled to recover any loss or expense which it may have to suffer or incur on account of such claim(s), loss or injury from the contractor's monthly payments.

7. That the contractor shall be required to maintain permanent attendance register/ roll within the building premises and will be regularly inspected/checked by the authorized officers of NITW.

8. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NITW and shall furnish copies of wages register/ muster roll, etc. to the NITW for having paid all the dues, including the salary, to the persons deployed by him/her/firm for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/she/firm is fulfilling his/her commitments toward his/her/firm employees so deployed under various Labour Laws, having regard to the duties of NITW in the respect as per the provisions of Contractor Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with the Labour regulations as amended from time to time in regard to the payment of wages, deductions/recovery from wages, maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at NITW in their respective names before submitting the bill or along with the wages bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required document.

10. The contractor shall take all precautions to prevent any unlawful riot or disorderly conduct or acts of his/her employees so deployed and ensure peace and protection of persons deployed herein the premises, and property of NITW.

11. That the contractor shall deploy his/her/firm persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his/her/firm employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor 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 in furnishing any information, or submitting or filling any statement under the

provisions of the said regulation and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Director, NITW the sum incurred by the NITW in this regard.

12. The Contractor shall remove all workers deployed by him/her on termination of the contract or on expiry of the contract from the premises of the NITW.

13. The 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 Institute.

14. The agreement be returned duly signed with the name and details of the representative of the firm to liaison with NITW.

15. The character & antecedents of the outsourced manpower to be deployed has to be verified from the nearest police station.

C. PENALTIES/ LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance guarantee will be forfeited and further the work may be got done from any other agency at his risk and cost, or any other action as deemed fit by the Director, NITW.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or his services are not to the entire satisfaction of the Registrar, NITW or his nominee, a penalty leading to a deduction up to a maximum of 10% of the total amount of the bill for the particular month will be levied.

D. COMMENCEMENT AND TERMINATION

1. That this contract (agreement) shall come into force with effect from _____ and shall remain in force for a period of **Two years**. The period of contract may be extended for a further period of **One year** on satisfactory performance on the same terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies:-

a. On the expiry of the contract period as stated above

b. By giving one month's notice by NITW on account of:

i. Committing breach by the contractor of any of the terms and conditions of this agreement

ii. Assigning the contractor any part thereof to any sub-contractor

c. On the contractor being declared insolvent by competent Court of Law, during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

E. ARBITRATION

1. In the event of any question dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Director, NITW.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for any reason whatsoever, the Director, NITW shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.

3. The Arbitrator may give interim award(s) and / or directions, as may be required.

4. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of the Contractor
Name:
Designation:

For and on behalf of
National Institute of Technology,
Warangal

WITNESS

- 1.
- 2.