



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपती

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Transit Campus - Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road,
Mangalam (P.O.), Tirupati – 517 507.

MENTORED BY



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

Indian Institute of Science Education and Research Pune

www.iiserpune.ac.in

Advt. No. 06/2016:IISER-T/Admin_ Manpower/21.06.2016

TENDER FOR MANPOWER OUTSOURCING SERVICES

(Housekeeping, Technical and Ministerial)

Sealed tenders are invited for the Manpower Outsourcing Services (**Housekeeping, Technical and Ministerial**) at IISER Tirupati for one year (extendable based on satisfactory performance). Estimated minimum number of employees required is about **35-40**. Agencies should have applicable licenses from Central/State authorities and should have 1 year of continuous experience without any premature termination in providing similar services in Central/State Government Organizations /Government funded Autonomous Bodies/ Government funded Academic Institutions / Five Star Hotels & above / Reputed Private Organizations having minimum turnover of Rs. 500 crores and should have annual turnover of at least Rs. 20 lakhs in the Manpower Outsourcing business alone for each of the last 3 financial years.

The tender document can be downloaded from institute website www.iisertirupati.ac.in
Tender document fee of Rs. 1,000/- (non-refundable) in the form of DD in favour of “**Director, IISER Tirupati**” to be enclosed with the Technical Bid.

For further details, terms and conditions please visit Institutes website www.iisertirupati.ac.in

Last date for submission of tender is 08-07-2016 upto 03.00 p.m. The tender (TECHNICAL BID) will be opened on same day at 03:30 p.m. at IISER Tirupati, Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (B.O.), Tirupati – 517 507.

Institute reserves the right to reject only or all the tenders or accept them in part or reject the lowest tender without assigning any reason thereof. Institute authorities reserve the right to relax or tighten the conditions/norms given in the tender documents.

REGISTRAR



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपती
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Advt. No. 06/2016:IISER-T/Admin_ Manpower/21.06.2016

**TENDER FOR MANPOWER OUTSOURCING SERVICES
(Housekeeping, Technical and Ministerial)**

TECHNICAL BID

(To be sealed in separate Envelope marked as “TECHNICAL BID”)

**PROFORMA FOR EVALUATION OF TECHNICAL
PERFORMANCE OF THE TENDERING FIRM/PERSON**

Ref.: Advertisement for Tender in the _____ News-paper dated _____ in connection with providing **Manpower Outsourcing Services (Housekeeping, Technical and Ministerial) in IISER Tirupati** on contract basis in the shape of manpower for various types of services/duties as per **Annexure-1**.

Sr.	Particulars	Details
1	Name of the agency / firm / company	
2	Address of the head office of the agency / firm / company Land Line No Mobile No Email	
3	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Submitted / Not Submitted
4	Name, designation, and details of contact person. Land Line No Mobile No Email	

5	Month and Year of commencement of manpower supply business.	
6	<p>Statutory details of agency / firm / company (Relevant Photocopies to be submitted):</p> <p>1] Registration number of the firm. (Issued under Andhra Pradesh Shops and establishment Act, 1988).</p> <p>2] In case of company, registration number issued by Registrar of Companies.</p> <p>3] Permanent Account Number (PAN).</p> <p>4] Service Tax – Registration number.</p> <p>5] Registration number issued by Regional Provident Fund Commissioner.</p> <p>6] Registration number issued by Employees State Insurance Corporation.</p> <p>7] Profession Tax registration number.</p>	
7	<p>Agency / firm / company should have an annual turnover of at least Rs. 20 lakhs in the Manpower Outsourcing business alone for each of the last 3 financial years.</p> <p>Submit copies of the audited Balance Sheets duly certified by the Chartered Accountant and income tax returns filed for the financial years 2013-2014, 2014-2015 & 2015-2016.</p>	<p>Financial Year - 2015-2016 : Rs. _____</p> <p>Financial Year - 2014-2015 : Rs. _____</p> <p>Financial Year - 2013-2014 : Rs. _____</p> <p style="text-align: center;">Submitted / Not Submitted</p>
8	<p>Agency / firm / company should have at least 1 year of continuous experience in single contract without any premature termination in providing manpower services (Housekeeping or Technical or Ministerial) in Central/State Government Organizations /Government funded Autonomous Bodies/ Government funded Academic Institutions / Five Star Hotels & above / Reputed Private Organizations having minimum turnover of Rs. 500 crores (<i>submit Statement of accounts as proof of annual turnover duly audited by Chartered Accountant</i>).</p> <p>Submit photocopies of the relevant work orders & extensions (if any) / Client Certificates / agreement which must clearly give full details about contract period, category of employees provided and its number.</p>	<p style="text-align: center;">Yes / No</p> <p style="text-align: center;">Submitted / Not Submitted</p>
9	Agency / firm / company should have provided at least 20 employees (Housekeeping or Technical or Ministerial) in a single contract to Central /	

	<p>State Government Organizations /Government funded Autonomous Bodies/ Government funded Academic Institutions / Five Star Hotels & above / Reputed Private Organizations having minimum turnover of Rs. 500 crores for a minimum continuous period of one year (including continuous extensions) any time during last three years as on the closing date of the tender.</p> <p>Submit name (s) of the Organization(s) along with a certificate on their letter head certifying that the applicant Agency / firm / company has executed the contract satisfactorily, where minimum 20 employees including Housekeeping or Technical or Ministerial were deployed.</p> <p>Also, submit details of present and past clients in the format provided (Annexure-4) in this tender along with photocopies of the relevant work orders & extensions (if any) / Client Certificates / agreement which must clearly give full details about contract period, category of employees provided and its number.</p>	<p>Yes / No</p> <p>Submitted / Not Submitted</p> <p>Submitted / Not Submitted</p>
10	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable
11	Submit details regarding financial resources, fixed and movable assets on letter head.	Submitted / Not Submitted
12	Submit affidavit in the prescribed format (Annexure-2) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public	Submitted / Not Submitted
13	Submit acceptance (Annexure-3) certificate on a letter head in the prescribed format.	Submitted / Not Submitted
14	Sign all pages of the tender and draft agreement signed.	Yes / No
15	Details of the earnest money deposit (EMD) submitted.	DD/Pay Order No._____ dated_____ for Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only) drawn on (name of the Bank)_____ in favour of "Director, IISER Tirupati" (To be enclosed with the Technical Bid)

16	Any other information relevant to the Tender	
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Place: _____
Date: _____

Signature of Tenderer
Name, Address with
rubber stamp



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपती
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(To be sealed in separate envelope marked as “Price Bid”)

PRICE BID

Supply of manpower as per “Annexure-1”. Only Administrative Charges are to be quoted. Institute shall bear the liability of Service Tax and other statutory charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate on gross billed amount.

If there is a discrepancy between the Administrative charges quoted in words and figures, the charges quoted in words shall prevail.

ADMINISTRATIVE CHARGES in % _____ (In words _____) of monthly CTC of employees.

DATE:

**SIGNATURE OF TENDERER WITH
NAME, ADDRESS WITH
RUBBER STAMP**

TERMS AND CONDITIONS FOR TENDER:

- The tender document can be downloaded from institute website www.iisertirupati.ac.in Tender document fee of **Rs. 1,000 /-** (non-refundable) in the form of DD drawn in favour of "Director, IISER Tirupati" to be enclosed with the Technical Bid.
- The Tender document comprises two parts; (I) Technical bid and (II) Price bid
- The tenderer should quote in figures as well as in words the Administrative charges in the Price bid.
- Earnest Money Deposit (EMD) of **Rs. 1,20,000/-** (Rs. One Lakh Twenty Thousand Only) in the form of Demand Draft / Pay Order in favour of "Director, IISER Tirupati" to be submitted along with technical bid in a separate envelope marked as "Earnest Money Deposit". Bids received without EMD and Tender fee will be rejected.
- Agencies registered with The National Small Industries Corporation Limited (NSIC) may be exempted from payment of Tender fee and Earnest Money Deposit subject to submission of valid certificate issued by NSIC and required services being enlisted in the said certificate.
- Tender Fee and EMD must be attached with the Technical Bid Only and NOT with the "Price Bid".
- Price bid in envelop No: 2 marked as "**Price Bid**".
- Tender consisting of Technical Bid and Price Bid shall be sealed separately and to be put in single sealed and signed envelope. **Last date for submission of Tender is July 08, 2016 up to 03.00 p.m. at IISER Tirupati, Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (P.O.), Tirupati – 517 507.**
- Bidders may send queries on or before June 27, 2016 by email to santoshn@iiserpune.ac.in No queries shall be entertained received after June 27, 2016. Clarification to the queries shall be posted on Institute website by June 28, 2016.
- At the first stage, the Technical Bids shall be opened in the presence of bidders, who may like to be present on July 08, 2016 at 03.30 p.m. at IISER Tirupati, Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (P.O.), Tirupati – 517 507
- The date and time of opening of Price Bids shall be intimated later. The Price bids of only those tenderers will be opened who are declared qualified by the Technical Committee.
- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Tender in any form other than the prescribed form will not be entertained and will be summarily rejected.
- Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the tender will be forfeited.

- Institute may seek confidential feedback from any/all clients at any stage before / after opening technical/Price bid and may take decision based on client feedback.
- Institute reserve the right to reject only or all the tenders or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of Institute in this respect shall be final. Also, Institute may cancel the tender process at any stage.

TERMS AND CONDITIONS:

1. **SCOPE OF WORK:-** Providing Housekeeping, Technical & Ministerial employees as per requirement from time to time as per “Annexure-1” to this document.
2. **NAME OF CONTRACT:-** Contract for providing Housekeeping, Technical & Ministerial employees as per “Annexure-1”.
3. **PERIOD OF CONTRACT:-** The Contract shall be initially for a period of one year, subject to satisfactory performance of services and compliance of all terms and conditions of the agreement. The contract is extendable beyond one year based on satisfactory performance and need for services.
4. The Competent Authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one contractor even after the award of contract.

GENERAL TERMS AND CONDITIONS

5. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of this tender.
6. **Photocopies & supporting documents submitted should be legible and self attested.**
7. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp paper of appropriate value (Draft appended to this tender).
8. Within 30 days from the date of issue of the award of contract, Company/Agency will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Administration Section.
9. On award of contract, the contractor shall deploy required number of employees on the date of commencement and submit names, parentage, residential address, date of birth within 7 days from the date of deployment.
10. The Company/Agency should submit a Bank Guarantee equivalent of one month wage bill valid for 13 months from the date of commencement of contract which will be renewed from time to time as per further renewals/amendment of the contract. Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by the Contractor.
11. The Director, IISER Tirupati shall have absolute right and authority for the suspension/ revocation of said bank guarantee in case of breach of any clause of the Agreement by giving prior notice.

12. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
13. The decision of the Director, IISER Tirupati with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, IISER Tirupati reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from its outstanding dues or by revocation of any or all parts of the bank guarantee, as may think proper.
14. During the contract, the contractor shall deploy required number of personnel to provide the said services and communicate their names, parentage, and residential address, date of birth, etc. within 10 days from the date of their deployment or communicate any change about it from time to time. Contractor shall also deploy appropriately educated supervisory personnel to supervise cleaning and other work of housekeeping employees.
15. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute to ascertain their suitability and skills. Institute may also recommend employees which will be deployed by the contractor on his payroll. Before deploying an employee in the Institute the Contractor shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Performa to be collected from Administration Office of the Institute.
16. The Contractor/Agency shall nominate one experienced "Field Officer" for taking care of queries/matters relating to general administration of their employees and also for interaction with the authorities of the Institute.
17. For the purpose of proper identification of the employees of the Contractor deployed by him at various places of IISER Tirupati, the Contractor shall issue them identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours. The Contractor will ensure that his employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own cost and level.
18. The contractor shall provide to all employees two sets of uniform, shoes etc. at his own cost. The wearing of uniforms and identity cards by the employees of the Contractor during duty hours is compulsory.
19. The Director, IISER Tirupati or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.
20. The manpower deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute either implicitly or explicitly.
21. The persons so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. IISER shall be absolved from any such liability at its own level.
22. The cleaning material required for housekeeping job and tools required for technical jobs shall be provided by the Institute.

23. **WAGES:** - The Contractor shall pay basic monthly wages plus statutory charges (EPF/ESI) to all his employees as per the minimum wage rates fixed by Central Government/State Government or as per the wages fixed by IISER whichever is higher. The contractor shall provide full information in respect of the wages, allowances etc. paid to his/her employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
24. The contractor shall furnish details of disbursement of salary to the IISER Tirupati office within 5 days from the date of disbursement i.e. last working day. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the Institute from time to time in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorized made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.
25. The employees so deployed on contract basis shall be paid their wages @ basic wages or the minimum wages/rates whichever is higher not-with-standing any change in the rates of statutory contributions payable by the employer as per instructions of the Central Government / state Government issued from time to time.
26. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority of IISER Tirupati along with wage bill of the next month. He will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at IISER. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by the IISER authority.
27. The contractor will submit wage bill as per details/table given below :-
- Name of the company-
 - Annual contract for the Manpower Services (Housekeeping, Technical & Ministerial etc.)
 - Authority No. & Date-
 - Date of commencement of the contract-
 - Wage Bill for the month _____
 - Bill No. _____ & Date _____

Sl. No.	Name of worker	Empl. Code No.	EPF No.	ESI No.	Basic/ Minimum Wages	Days	Allow.	Employee's		Carry Home Salary	Employer's Share		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.36%	ESI 4.75%
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Detailed format shall be defined at the time of award of contract.

The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

- Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institution is complete and no person has been left and no supplementary bill will be submitted thereafter.

- III. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- IV. A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this Institution along with the bill for wages for the next month.

28. Contractor shall pay wages to all its employees on last working day of the month. Schedule of process to be followed is as under :

SR.	ACTIVITY	WHO	TURNAROUND TIME
1	Raising of Attendance to IISER Administration	Agency	20th of every month
2	Verification of Attendance	IISER Administration	22nd of every month
3	Raising of Invoice to IISER	Agency	24th of every month
4	Release of Payment	IISER	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c on last working day of every month

29. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS @ 2% on the total bill as Income Tax as per the provision of the Income Tax Act, or as applicable from time to time. Apart from this, the Contractor shall also pay government statutory charges on the gross bill at the rates as applicable from time to time. The Contractor will submit a copy of the receipt in the IISER Tirupati Office. Deduction on account of government statutory charges on the gross bill may be deducted at source if there are any instructions from the concerned authorities in this regard.
30. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act 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 Director, IISER Tirupati. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
31. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the Institute.
32. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his/her duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Director, IISER Tirupati or any other officer so authorized by him in this regard.
33. In case of any complain/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.
34. The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract.

35. Termination of the Contract :-

The contract may be terminated in any of the following contingencies:-

1. On giving one months notice by the Institute.

OR

2. On the expiry of the contract period, without any notice.

OR

3. On giving one months notice by the Institute at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.

OR

4. On Contractor being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. 3 above OR in case of Contractor decides to conclude the contract before the expiry of twelve months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the Institute.

36. Last Payment: The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

ANNEXURE – 1

Sr. No.	CATEGORY OF CONTRACTUAL EMPLOYEES TO BE PROVIDED	APPROXIMATE NUMBER OF EMPLOYEES REQUIRED (Likely to change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
1	Housekeeping - (Male / Female)	20-25	--
2	Technical - Plumber, Carpenter, Electrician, AC operators, Drivers etc	10-15	Relevant I.T.I Trade / equivalent qualification with minimum one year relevant experience. License as applicable
3	Ministerial - Receptionist, Data Entry Operator, Accountant, Store Keeper, Assistants etc.	--	As per the Institute norms

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)
(To be submitted along with technical bid)

AFFIDAVIT

I/We (Name)_____ Contractor/Partner/Sole Proprietor
(strike out which is not applicable of (Firm) _____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body.

DATE, THE day of 2016

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DATE, THE day of 2016

DEPONENT

ACCEPTANCE CERTIFICATE
(To be submitted along with technical bid)

I..... (Designation)..... of

(Name of the Firm/Agency/ Company)

Have read and understood and hereby accept the terms and conditions of the tender and agreement for the Manpower Services (Housekeeping, Technical & Ministerial).

Signature of Authorized Signatory
Company Seal / Stamp

Date:

Place:

DETAILS OF CLIENT AND EMPLOYEES DEPLOYED

(If required use separate sheet without changing the format)

Submit photocopies of the relevant work orders & extensions (if any) / Client Certificates / agreement which must **clearly give full details about contract period, category of employees provided and its number.**

Name & Address of Client (S) (Do not use abbreviations)	Period (From – To) (DD/MM/YY)	No. of Housekeeping Emp. deployed	No of Technical Emp. deployed	No. of Ministerial Emp. deployed	Remarks (if any)

Signature of the Contractor or his authorized signatory with seal of the Agency/firm

DRAFT AGREEMENT

AGREEMENT

This agreement has been signed on this ____ day of _____, 2016 at Tirupati.

BETWEEN

Indian Institute of Science Education and Research Tirupati having its Office at Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (B.O), Tirupati - 517 507.

(hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

M/s _____, having its registered office at

(hereinafter referred to as **CONTRACTOR**) being “The Party of the Second Part”.

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in requirement to arrange the manpower as necessary.

Whereas **CONTRACTOR** is engaged and running the business of Manpower Outsourcing Services (Housekeeping, Technical & Ministerial) to the Govt., Semi Govt. Department, Private Organization and Office premises etc.

AND WHERE AS **CONTRACTOR** undertakes to provide the requisite number of temporary Housekeeping, Technical & Ministerial and allied Personnel as per terms and conditions agreed upon by both the parties.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

TERMS AND CONDITIONS

1. Scope of the Work : Providing Housekeeping employees (Male / Female), Technical and Ministerial Staff and other category of employees as per the requirement of the Institute from time to time. Contractor shall also carry out any other jobs assigned by the Director or his nominee in the interest of services provided to the Institute. Scope of the work can be customized depending upon the requirements of the Institute.
2. All the terms and conditions stated in the Tender for Manpower Outsourcing Services (**Advt. No. 06/2016:II SER-T/Admin_ Manpower/21.06.2016**) shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.
3. Duration of the contract shall be initially for one year effective from _____ to _____, subject to appraisal and review by the Institute authorities from time to time and in case the jobs performed by the employees deployed by the Contractor are not found to be satisfactory, the contract shall be terminated even before one year by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of thirty days by either side.
4. The Contractor shall submit Bank Guarantee equivalent to one month wage (gross) bill within fifteen days from the date of signing this agreement calculated based on the number of employees deployed and wage structure approved. Bank Guarantee shall be used in case Contractor fails to pay its employees or in case of violation of any of the terms and conditions of the contract or in case of any default. The Bank Guarantee shall be valid for the period up to _____ (13 months from the date of commencement of the contract). Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by the Contractor.

5. Payment terms :

- a. The Institute shall on monthly basis reimburse monthly total cost of manpower deployed at the Institute premises by contractor as given in **Annexure-1**.
- b. The Administrative charges payable by the Institute shall be _____% of **gross wages during the tenancy of this agreement including the future extensions (if any)**.
- c. Taxes as applicable shall be paid by the Institute on total bill. TDS shall be done by the Institute from the bill as per the prevailing rate.
- d. In the event of revision of wages by appropriate authority at any time, the same shall be accordingly revised. Contractor shall submit a letter and relevant notifications to the Institute to facilitate the process.
- e. The Contractor is under obligation to submit Provident Fund and ESIC challan of the previous month along with the current bill raised. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective PF and ESIC challan by the Contractor. Failing to submit the challan as stated, penal deduction of Rs. 3000/- per day will be levied on contractor from the due date of deposit of PF & ESIC. Contractor shall obtain separate account head from PF authorities to be used exclusively for IISER Tirupati employees.
- f. Administrative charges will be withheld by the Institute if contractor defaults on legal and statutory compliances consecutively for two months, written notice shall be issued to the contractor for termination of contract.
- g. Invoice for the running month shall be submitted to designated official of the IISER Tirupati on 24th every month covering period from 20th of earlier month to 19th of running month. Schedule of processing of monthly bill will be as follows:

SR.NO	ACTIVITY	WHO	TURNAROUND TIME
1	Verification of attendance & generation of wage sheet.	IISER	22nd of every month
2	Raising of Invoice to IISER Tirupati	Contractor	24th of every month
3	Release of Payment	IISER	28th of every month
4	Salary Disbursal	Contractor	Salary should be credited to individual's Bank account on last working day of every month.

If any of the dates (except Sr. 4) happens to be holiday, the activity will be performed on the next working day.

The contractor will deposit the wages and applicable allowances in individual's bank account after taking out the administrative charges. PF, ESIC and Other statutory components shall be deposited

by the contractor with the respective agencies on or before the due dates. The contractor shall submit the bank deposit slip of payment of wages paid to its employees deployed at IISER acknowledged by the bank to IISER Administration on last working day of the month.

Statutory Obligations

- a. It is obligatory on Contractor to comply with all provisions/ rules/ regulations under various acts and regulations applicable as per Central Govt. Minimum Wages Act.
- b. Institute will not be responsible for violation/ contravention of any of the applicable laws, rules and regulations. Institute incurring damage due to the non-compliance of the aforesaid laws by the Contractor shall be indemnified by the Contractor to the extent of loss suffered due to the said violations.
- c. Contractor shall abide by all laws of the land including Labour Laws (ESI, PF, Bonus, Income Tax or any other applicable taxes levied by the Government) Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor, and it shall not involve the Institute in any way what-so-ever.
- d. The Contractor shall in no case pay its employees less than the wages being paid by Institute plus applicable allowances per month. The payment should be made on last working day to employees by crediting into their respective bank accounts and a record of that should be kept in a register which may be examined by the Institute at any time.
- e. Contractor will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Administration Section within 30 days from the date of award of contract.

4. Interference

In case activities of Contractor employees are found harmful to the interest of the Institute, then the Contractor shall be under obligation to change the employees deployed. Any loss or damage to the property of the Institute caused by Contractor employees will be compensated by the Contractor only.

5. Relationship

1. The contract will be on 'Principal to Principal' basis and cannot be transferred or assigned by the contractor to any other person/ firm. If any liability, in terms of order, award, or decree is fastened on the Institute regarding employment of Contractor's employees with Institute, the said liability can be adjusted by the Institute from the bills payable to the Contractor. The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.

6. General

1. The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institute is complete and no person has been left and no supplementary bill will be submitted thereafter.
2. In addition, the Institute will have liberty to increase/decrease the total number of employee by giving reasonable notice to the Contractor. The Contractor should take prior approval of the competent authority of the Institute before deploying employee in the Institute.
3. The Contractor shall be responsible for all injuries and accidents to employees employed by him on IISER Tirupati sites. Contractor will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty.
4. The Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor is found misbehaving with the IISER staff or any other staff member/student of the Institute, it shall terminate the services of such employees on the recommendation of the designated official of the IISER Tirupati. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the staff of the Institute.
5. The Contractor shall take day to day instructions from the Designated Officer/s or his Deputy, in his absence, of the Institute.

6. Physical Standards and Qualifications:

The employee of the Contractor shall be of Good character, sound health and shall not be below 18 years of age.

a. Housekeeping Employee:

Education Qualifications : Minimum 4th pass
Experience : Minimum one year
Age : Minimum 19 years.

b. Technical Employee:

Education Qualifications : Relevant I.T.I. Trade / Equivalent Qualification & License
(as applicable)
Experience : Minimum one year
Age : Minimum 19 years.

Technical Supervisor:

Education Qualifications : Diploma/Degree in the relevant field with supervisor license
as applicable
Experience : Minimum 3-4 years
Age : 25-28 years

c. Ministerial Staff and other category of employees :

Education Qualifications : As per the requirements of the Institute
Experience : As per the requirements of the Institute
Age : As per the requirements of the Institute

Institute, depending upon its requirement may also ask Contractor to supply various other category of manpower.

7. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute to ascertain their suitability and skills. Institute may also recommend employees which will be deployed by the contractor on his payroll. Before deploying an employee in the Institute the Contractor shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Performa to be collected from Administration Office of the Institute.
8. It is desirable that housekeeping employees provided should have knowledge of handling mechanized housekeeping gadgets. Similarly, technical employees should have experience of working on latest technology/gadgets. Also, employees should be trained on Fire Extinguishing methods. Contractor shall train the employees to satisfy the needs of the Institute wherever necessary.
9. All housekeeping /Technical employees should have working knowledge of local and Hindi language. However, employees having knowledge of English language may be preferred.
10. The Contractor shall provide the details of the employees, proposed to be deployed viz., their name, father's name, DOB, residential address, Telephone number, recent passport size photograph in the form of a data base in both hard & soft form and also provide a local police clearance certificate. Police verification is mandatory in respect of all employees employed. The same shall be submitted to the IISER Tirupati Administration.
11. The Field officer of the Contractor shall maintain an Occurrence Book which will be made available to the Designated Official/s of the Institute.
12. Institute reserves the right to ask the Contractor to remove any employee deployed, without assigning any reason/ notice.
13. The Contractor shall supply trained manpower. The Contractor shall also undertake at its own expense in consultation with the Institute, a Continual updating of skills and processes and procedure to be followed by the employees provided to the Institute by organizing suitable training schedules for them. The Contractor shall also provide a tentative yearly schedule /plan for training its employees. A proper record of the training of its employees shall be maintained by the Contractor. The Contractor will also include the training and updating skills of its employees in consultation with the Officer/s of the Institute at no additional expense to the Institute. The Institute may agree to provide Space/Lecture Hall for such training Program.
14. Employees provided by the Contractor shall also be trained on the Firefighting equipment / detection and Alarm system installed in the Institute. In case of an outbreak of fire they should be able to undertake fire fighting operations. The employees selected for deployment will compulsorily undergo ON-SITE Training for at least three days under Contractor's arrangements and expense.
15. The Contractor shall supply two pairs of uniforms (all weather) with shoes free of cost (at his own cost) with Name plate to the employees deployed by it. The Institute shall not allow employee of the Contractor to work inside the Institute without uniform. If during the period of contract the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the person free of cost on the basis of wear & tear and ensure that the persons wear neat and clean uniform while they are on duty in the Institute. The Contractor shall provide the Identity card to each employee working on IISER Sites counter signed by the designated officer of the Institute.
16. Contractor's employee will not be allowed to perform double duty / work for additional hours unless authorized by the Officer/s of the Institute.

- 17.No employee of the Contractor shall work for more than 26/27 man days in a month or as specified by Labour Laws. Weekly off is mandatory for all as per labour laws.
- 18.The Contractor will get all the employees on its roll, verified of their antecedents through Police and a certificate to this effect be furnished by the Contractor to the Institute within seven days of initial deployment. Subsequent deployment shall be only after clearance from police and certificate to that effect. The Contractor should maintain proper record/documents of the same. These documents are required to be produced to the Institute whenever required.
- 19.The Contractor shall have proper standard and procedures of recruitment and training. The Contractor will provide a copy of Training Manual for inspection to the Institute.
- 20.The Contractor shall have a proper system for checking the attendance of employees on duty, day & night for every shift (as applicable). Records of the same should be effectively maintained and shortcomings if any should be immediately rectified.
- 21.The Contractor shall nominate "Field Officer" experienced in the field of housekeeping/Technical and allied areas for taking care of queries/matters relating to general discipline, incidents, and accidents relating to its employees and also for immediate interaction with the Institute authorities. A record of every lapse small or big will be reported by the Field Officer to the designated IISER Tirupati Official. A monthly meeting with the Field Officer will be held for follow-up.
- 22.That no right, much less a legal right shall vest in the Contractor's employee to claim/have employment or otherwise seek absorption in the Institute nor the Contractor's employee shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The employee of contractor will remain the employee of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their employees before deputing them on work at the Institute.
- 23.The Contractor should have an Investigation cell to carry out Investigation of thefts, accidents or any other matter required from time to time

7. Liabilities and Penalties

The Contractor shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to Institute as stated herein:

1. Payment of wages made by Institute to Contractor shall be disbursed by Contractor to its concerned employees on or before last working day of the respective month. For this purpose, contractor shall facilitate bank account opening of employees.
2. In case the Contractor fails to make timely payments to its employees or any employee of the Contractor reports to the Institute regarding non- payment of dues, as per wage structure agreed by the Institute the Institute on being satisfied of the complaint shall terminate the contract.
3. In case of payments of ESIC & PF, the Contractor shall produce original challans /receipts to the Institute along with exclusive Electronic Challan cum Return (ECR) filed for the employees deployed at IISER Tirupati sites for verification & records.
4. None of the employees of the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise. The Contractor should not put its

employees in different shifts at other locations other than Institute & they should not be employed by other agencies to do so also.

5. The Contractor and its employees shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company, any effects or assets of the Institute under its control.
6. In event of any loss being caused to the Institute that is prime-facie on account of the negligence and/or dereliction of duties by the Contractor or its employees, a Joint Committee comprising of a representative of the Institute and Contractor shall determine whether the loss is on account of Unsatisfactory performance of the Contractor and in that case it will also determine the compensation to be paid to the Institute by the Contractor. The recommendations of the Joint committee will subject to the approval of the Institute Director or his nominee.
7. The liabilities up to Rs. 1 lakh will be met by the Contractor and for the liabilities more than Rs. 1 lakh Contractor may make good such a loss through an insurance cover if it has one, which would specifically enable payment of compensation to Institute for the losses suffered due to negligence or poor performance by the Contractor/its employees, and the compensation will be as per Insurance rules. Alternatively it should be covered by the Contractor itself.
8. However the Contractor will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods etc.
9. The Contractor shall not be allowed to change its name after the award of the contract.
10. Last Payment: The last payment of the Contractor will be cleared only after obtaining clearance of any liabilities pending of Institute.

8. Jurisdiction

This agreement is subject to Tirupati Jurisdiction, In case of any dispute, only Tirupati Courts will have jurisdiction.

9. Termination:

1. On giving one months notice by the Institute.

OR

2. On the expiry of the contract period, without any notice.

OR

3. On giving one months notice by the Institute at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.

OR

4. On Contractor being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. 3 above OR in case of Contractor decides to conclude the contract before the expiry of twelve months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the Institute.

(Col. G. Raja Sekhar (Retd.), Registrar)

Indian Institute of Science
Education and Research Pune
PARTY OF THE FIRST PART-
INSTITUTE

(Name of the Authorized Signatory)

Name of the Agency /Firm/Company

PARTY OF THE SECOND PART-
CONTRACTOR

WITNESS

Signature _____

Name _____

Address _____

WITNESS

Signature _____

Name _____

Address _____
