



TENDER DOCUMENT

TENDER NOTICE FOR PROVIDING HIGHLY SKILLED ,SKILLED ,SEMI-SKILLED & UNSKILLED MANPOWER FOR VARIOUS SERVICES

AT

**INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY (IIEST)
SHIBPUR**

HOWRAH 711103

WEST BENGAL, INDIA

ADVT. NO.:SE/D(AA)/16/46

Date:19/09/2016

INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY (IEST) SHIBPUR
HOWRAH 711103
(West Bengal), INDIA, www.iest.ac.in

ADVT. NO.:SE/D(AA)/16/46

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TENDER NOTICE FOR PROVIDING MANPOWER FOR VARIOUS SERVICES

IEST Shibpur invites sealed tenders under two-bid system from eligible Service Providers (manpower supply firm) registered/ licensed with Labour Department of any state Govt./Central Govt. for the supply of man power for various jobs/services on contract basis for the period of one year extendable by another two years, depending on their performance.

The interested agencies are required to submit the technical and financial bids separately. Bid in sealed cover-1 containing “Technical Bid” and sealed cover-2 containing “Financial bid”, should be placed in a third sealed cover, super scribed by “Tender for providing Manpower for various services” and should reach this office by 16:00 hrs on or before 14/10/2016. The technical bids will be opened on the same day at 5:00 pm in the presence of the bidders or their authorized representatives who wish to be present.

The tender document containing eligibility criteria, scope of work, terms & conditions and Proforma of Agreement can be downloaded from Institute Website. Bidders should enclose a draft for Rs 1000.00 (payable to Registrar, IEST, Shibpur) as the cost of the document along with their bid. The bid security (EMD) of Rs 1,00,000.00 should be paid in the form of Demand Draft in favour of Registrar IESTS from any Nationalized Bank (should be enclosed with the Technical Bid). Tender Document should be addressed to Dean Administrative Affairs, IEST, Shibpur. Bids received through Courier will be accepted only if they reach within stipulated date & time. The criterion of selection as well as rejection is as defined in the tender document. The bid should remain valid for 90 days from the date of opening of technical bid. Any future clarification and/or corrigendum will be communicated through institute website.

The institute reserves the right to reject any or all the quotations or accept them in the part or to reject the lowest quotations without assigning any reason. The Institute also reserves the right to terminate the contract at any time without assigning any reasons.

Dean Administrative Affairs,
IEST, Shibpur

SCOPE OF WORK

Supply of manpower for various services at IEST, Shibpur or any other location within the country where the project, controlled by IESTS, Shibpur is functioning. The category of manpower and their salary is as stated below:

Sl.No	Post	Salary (consolidated) + Increment	Qualification
1.	Technical Assistant	Rs. 30,500 + 3% after completion of each year of service	First class Diploma in Engineering in relevant field with excellent academic record. Age : Not exceeding 30 years
2.	Secretary	Rs. 30,500 + 3% after completion of each year of service	Master's degree in Management/ Language (English/Hindi). Five years experience in similar job. Proficiency in Computer application. Proficiency in speaking and writing English. Proficiency in translating from English to Hindi and typing. Age : Not exceeding 30 Years
4.	Security and Estate Officer	Rs. 47,000 + 3% after completion of each year of service	Bachelors degree from a recognized University/ Institute with 5 years' experience in Supervising position in Army / Central paramilitary Forces in Govt. organization / Educational / Private organization. ii) Preference will be given to the persons who have served in the Army / Central Paramilitary Forces or such uniformed services and possessing a valid Arms license. Desirable: i) Training and handling emergency situation like Fire Fighting, Rescue Operations, Floods, Earthquake etc. ii) Possessing a Diploma in Security Operations / Fire Safety / Disaster Management from a University /Institute/ reputed organization. Age : Not exceeding 35 years
5.	Scientific/ Technical	Rs. 47,000 + 3% after completion of each year of service	B. E. / B. Tech or M. Sc / MCA Degree in relevant field with first class or equivalent grade (6.5 in 10 point scale)

	Officer		and consistently excellent academic record. Work experience in relevant field, e.g. system administration, software development and support to research. Experience: 5 years in relevant field Age: Not more than 35 years
6.	Medical Officer	Rs. 50,000 + 3% after completion of each year of service	MBBS Degree or equivalent qualification included in any one of the Schedules to the Indian Medical Council Act, 1956 (102 of 1956) and must be registered in a State Medical Register or Indian Medical Register. Desirable: Post Graduate qualification, preferably MD, in General medicine. Age: Not exceeding 40 years
7.	Executive Engineer	Rs. 50,000.00 +3% after completion of each year of service	First class degree or equivalent grade in Engineering (Electrical / Civil / Communication) from a recognized University/ Institute Desirable: Knowledge of Computer-aided Design (CAD) and latest Management Technology / other relevant software. i) Proven track record of handling projects / works in reputed organization of relevant magnitude and qualities. ii) Experience of working with high tension lines, electrical maintenance planning and execution of electrical works or civil engineering, Designing and estimation, construction management etc., as relevant to the profession. Experience: 5 years as engineer Age: Not exceeding 40 years
8.	Engineer	Rs. 47,000 + 3% after completion of each year of service	Essential: First class Bachelor's degree or equivalent grade in Engineering (Electrical / Civil Engineering) from a recognized University / Institute. Desirable: Experience in handling large construction projects; knowledge of Computer-aided Design (CAD) and latest Management Technology/other relevant software

			applications. Age: Not exceeding 35 years
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Process of recruitment:

1. The contractor will advertise and collect biodata of personnel and would provide the same to the Institute.
2. The Institute will conduct interview and other tests as per the rules of the Institute by a selection committee formed by the Institute.
3. Reservation for SC, ST, OBC, Ex-Servicemen, PWD as applicable for employees will be followed.

The tentative requirement of manpower will be as per requirement.

TERMS AND CONDITIONS

1. Service Provider (manpower supply firm) should be registered / Licensed Service Provider (manpower supply firm) with Labour Department of any State Govt./ Central Govt. for the supply of manpower .
2. Interested Service Provider (manpower supply firm) may quote their rates for engaging manpower on monthly basis (**Payment will be made as per the actual working days at the Institute**) to be employed by them. All the liabilities of supplied manpower, directly or indirectly, will be the sole responsibility of the Service Provider (manpower supply firm).
3. Tender without EMD of Rs 1,00,000.00 will not be accepted .
4. The Service Provider (manpower supply firm) shall have to furnish a Performance Bank Guarantee equal to Rs. 1,00,000.00(one lakh) valid for one year before awarding of contract which is refundable after successful execution/completion of the contract. The EMD deposited by successful bidder shall only be refunded after he furnishes Performance Guarantee. The said Performance Guarantee Deposit (PGD) should be in favor of REGISTRAR, INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR. No interest will be paid on EMD or PGD.
5. The Service Provider (manpower supply firm) must fulfill all conditions required under Labour Contract Employment Act as amended from time to time.
6. The services of the Service Provider (manpower supply firm) shall be governed by the laws of India and interpretations in accordance with such laws.
7. The Service Provider (manpower supply firm) will submit a certificate regarding Income Tax paid for the last financial Year.

8. Turnover for the last financial year of the service provider should be duly certified by a Chartered Accountant and it should not be less than Rs. 1(one) Crore.
9. The tender should contain satisfactory performance report from past & present clients, which may be verified before awarding the LOI.
10. The payment(s) to be made to the service provider are subject to deduction of taxes levied by any Government as per rules from time to time and will be made after the completion of every month.
11. The Service Provider (manpower supply firm) will be responsible for making the payment directly to the supplied manpower by 7th of each month.
12. The Service Provider (manpower supply firm) shall make the payment to the supplied manpower by depositing payment in their bank accounts.
13. The Service Provider (contracting agency) shall ensure that the manpower deployed in IEST Shibpur should conform to the age, educational, technical qualification / specification and skill as prescribed by INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY (IEST) SHIBPUR. Institute shall have the right to conduct a written / viva / practical test for all the men supplied by the Manpower Service Provider to assess the competence of the supplied manpower.
- 14. The Service Provider (manpower supply firm) should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the man power supplied and other related works at its own cost.**
15. The Service Provider (manpower supply firm) should have minimum **3 years** experience to supply the manpower to any Government/ Semi Government Institution or Organization of repute for various jobs and should have annual minimum turnover of Rs. 1(one) Crore for each year. (Audited balance sheet to be attached).
16. Service charges will be the primary criterion for evaluation of financial bid.
17. The service provider (manpower supply firm) shall have to engage the required number of manpower and in case required number is not available on any day, without proper and acceptable reason, IEST Shibpur can impose penalty on service provider (manpower supply firm) as it thinks fit (minimum double the rate of wages per day per man for each deficiency) .
18. The service provider (manpower supply firm) shall in no case pay its employees less than the rates per month as specified in the tender, which may be made available for examination of IEST Shibpur as when demanded.
19. The service provider (manpower supply firm) shall not appoint any sub company / agency to carry out any obligation under the contract.

20. The service provider (manpower supply firm) shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract .Also it will maintain a complaint book , which should be made available as and when required.
21. The service provider (manpower supply firm) shall maintain all necessary registers and display notice as per mandatory requirement under the law of land.
22. The service provider shall abide by all the law of land including Labour Laws (Income Tax deduction Liabilities) , welfare measures of it employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden / duty shall be the exclusive responsibility of the Service Provider and it shall not involve IEST, Shibpur in any way whatsoever.
23. The service provider (manpower supply firm) shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to IEST, to the concerned tax collection authorities from time to time as per extant, rules and regulation on the matter.
24. The claims in bills regarding Service Tax (applicable) etc. should be necessarily accompanied with the documentary proof pertaining to the concerned monthly bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of IEST, Shibpur.
25. The contract shall commence from the date of receipt of the acceptance of the LOI/work order which shall be accepted by the service provider (manpower supply firm) within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till one year unless it is curtailed or terminated by IEST, Shibpur.
26. The contract initially will be for a period of one year i.e. from 01/11/2016 to 30/10/2017. However, it can be extended on the same terms & conditions subject to satisfactory work of the service provider till the execution of new contract, whichever is earlier.
27. If the service provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 3 months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
28. If the service provider repeatedly violates the terms and conditions of the contract or fails to supply required number of manpower despite IEST, Shibpur having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
29. The service provider (manpower supply firm) shall submit a copy of labour license obtained from the Labour Commissioner along with tender.
30. In case of any damage or loss caused to IEST, Shibpur's property by the manpower supplied is found, the same shall be charged from service provider (manpower supply firm). It must be ensured by the service provider (manpower supply firm), by submitting an affidavit on non-judicial stamp paper of Rs 100.00 stating therein that he will bear the loss out of his own.

31. The loss caused to IEST, Shibpur on account of negligence / dereliction of duties by the employees of the Service Provider (Manpower Supply Firm), shall be established after a joint inquiry comprising the representatives of IEST, Shibpur and Service Provider (Manpower Supply Firm) and IEST, Shibpur shall be within its right to make it good from the Manpower Supply Firm.

32. The service provider (manpower supply firm) shall replace immediately any of its personnel who is found unacceptable to IEST, Shibpur because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from IEST, Shibpur. No association or union activity will be allowed by the manpower supplied by the agency.

33. The manpower service provider shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons .The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ double the wages per day on the service provider (manpower supply firm).

34. The normal working hour shall be 08.00 am to 05.30m with one-hour lunch break from 12.00 pm to 1.00 pm. However, timing may be changed at the discretion of IEST Shibpur from time to time. In case of urgency / emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form. Shift duty personnel will be deployed as per the shift timings and for the others as per the timings of concerned department / section /central facilities / school /centre.

35. IEST is not responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of IEST.

36. For all intents the service provider (manpower supply firm) shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower so employed by him / her in IEST, Shibpur. The persons deployed in IEST shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of IEST, Shibpur.

37. In case of termination of this contract on its expiry or otherwise, the persons employed by the Service Provider (manpower supply firm) shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in IEST, Shibpur.

38. The deployment of employee shall be as per actual requirement to be decided in consultation with the service provider (manpower supply firm).

39. In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the Service Provider (manpower supply firm) can be withheld till settlement of the disputes by IEST, Shibpur or on the order of the Court of law.

40. Notwithstanding the above, IEST, Shibpur reserves the right to accept or reject any tender or reject all tender at any time prior to award of the contract without any reason, whatsoever, and without incurring any liability or obligation whatsoever of the affected bidder(s).

41. It should be understood clearly by the bidder that they have participated in the bidding process after checking all the conditions of the site and no future request for relaxation will be entertained.

42. Preference will be given to companies who have undertaken such type of work in central institutes.

A . ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BILL

1. Application – Technical Bid
2. EMD of Rs
3. Attested Copy of the registration of agency
4. Attested copy of PAN / GIR Card
5. Attested copy of valid Labour License from the Labour Commissioner.
6. Attested copy of the IT return filed by agency for last three year.
7. Attested copy of the service tax registration letter / certificate .
8. Certified document in support of financial turnover of the agency.
9. Certified document in support of entries made in the technical Bid Application
10. Copy of the terms and conditions in the tender document with each page duly signed and sealed by the authorized signatory of agency as token of their acceptance .
11. Documents relating to experience / clients.

B. ORDER FOR ARRANGEMENT OF DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWERS

1. List of manpower for deployment in IEST containing full details .i.e. date of birth, marital status, address, medical fitness certificate etc.
2. Bio – data of all persons.
3. Character Certificates of all persons.
4. Certificate of verification of antecedents of all persons by local police authority.
5. Contract agreement duly signed as per Annexure “A”.

C. SUBMISSION OF TENDER DOCUMENT

The technical and financial bids should be sealed in two different envelopes and details about type of bid i.e. technical / financial bid, name of firm should be super scribed over it. Both the bids are to be put in a common envelope.

D. SCHEDULE OF TENDER DOCUMENT & TENDER NO.

1. Date & Time for submission: Up to 16:00 pm of 14/10/2016 in the Central Dispatch Office.
2. Date & time for opening: (Technical Bid) 5:00 pm of 14/10/2016. Opening of financial bid on the same date if time permits or any other date which will be informed at the time of opening of technical bid.

To
The Dean Administrative Affairs
Indian Institute of Engineering Science and Technology, Shibpur
Howrah-711103

(Form-F1)

Sub: Submission of Quotation for Supply of manpower for various services

Sir ,

We hereby submit the quotation for various categories of manpower required by IEST Shibpur. The service charges for supplying the manpower will be % of total salary

Note:

1. Service Tax and education cess to be paid extra as applicable.
2. The bidders should only quote Service Charge in percentage
3. Payment of the manpower service provider will be made as per actual deployment based on requirement / working days of the Institute.
4. Rate of Service Charges quoted should be realistic keeping all the aspects in view. A separate sheet should be enclosed (with the price bid) giving detailed breakup and justification of quoted service charges.

Place:

Date:

Signature of Bidders with Stamp

To
The Dean Administrative Affairs
Indian Institute of Engineering Science and Technology, Shibpur
Howrah-711103

Sub: Submission of Proposal for supply of manpower for various services at IEST, Shibpur

Sir ,

I / We , the undersigned, offer to provide the manpower for a period ofin accordance with your Tender nodated We are hereby submitting our proposal, which includes this technical proposal and a financial proposal sealed in a separate envelope and are put in a common envelope.

We hereby declare that all the information and statement made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. The rate quoted by us in the financial proposal (Form F1) is valid till six months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting completion) with any competitor.

We are to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that IEST, Shibpur is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

We have understood and accepted the terms and conditions of tender document.

Yours faithfully,

Signature -----

Name -----

Seal of Firm with Registration number of Firm

Details of other organization where such contracts during last 5 years (document as proof to be attached)

Proforma containing details of other organizations where such or similar contracts were undertaken.

Sl No	Name & Address of the organization with contact No	No. of personal supplied	Period of Contract	Whether Govt./ Semi Govt./ Autonomous Bodies PSUs/ Industries etc.	Amount of Contract	Reason for Termination (if currently not valid)
1						
2						
3						
4						
5						

This information is to be given with technical Bid for Annual Contract for supply of manpower. IEST, Shibpur reserves the right to verify the details given above by the bidder.

CHECK LIST FOR TECHNICAL BID

SUMMARY OF COMPLIANCE REQUIREMENT FOR TENDER SUBMISSION

Sl No.	Description of requirement	YES/NO	Page No
1	The firm is registered with the regional Labour Commission under provisions of Contract Labour Act and its validity date		
2	Copies of balance sheet and P & L A/c for the three year duly certified by CA		
3	Copy of Registration Certificate / Allotment Letter of Service Tax Number		
4	Copy of Registration Certificate / Allotment Letter of PAN from IT Dept.		
5	Proforma containing details of other organizations where such contracts were / are undertaken (attach supporting document)		
6	DD of Rs. 1.00 Lakh		
7	Price Bid Proforma completed & sealed in separate envelope		
8	List of Arbitration cases (if applicable) Please write NOT APPLICABLE if no cases are there		
9	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment		
10	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.		
11	Copy of income tax returns for last three years		
12	Undertaking by the bidder to the effect that there is no police case pending against the proprietor / firm / parties relating to previous service contracts		
13	Office Address		
14	At least two currently valid contracts for similar work		

Declaration by the bidder

This is to certify that I/We before signing this tender nodated have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them .

Signature of Bidder with seal
Name
Seal
Office Address

NOTE Submission of the all document mentioned above along with declaration is mandatory .Non–submission of any of the information above may attract rejection of the bid.

AGREEMENT

This AGREEMENT is made BETWEEN
office at P.O..... P.S.....India
And the said firm being represented by Sri
S/O.....aged about
Official Address
P.O..... P.SDistrict
..... in the State of

(hereinafter called the Service Provider) on the first part and The Indian Institute of Engineering Science and Technology, Shibpur, P.O Botanic Garden, P.S A.J.C.Bose, B.Garden, District–Howrah , begin represented by the Dean Administrative Affairs (on behalf of Director) of the Institution , Sri/Mr./Dr./ProfS/Oof P.O P.S and District Howrah, (herein after called the Institute) on the other part. WHEREAS the Dean Administrative Affairs of the Indian Institute of Engineering Science and Technology, Shibpur has floated a tender for providing services of supplying manpower for various services at IEST Shibpur under the terms and conditions as laid down in this agreement and tender document.

AND WHEREAS THE Service Provider has been offered the letter of intent by the said Institution Authorities by intimating its selection to provide manpower. NOW THEREFORE THIS AGREEMENT WITNESSES as follow

1. That in pursuance of this agreement and in consideration of the payment as stipulated in the tender, the Service Provider shall provide manpower under the terms and conditions as laid down in the tender document and the same shall remain binding upon the Service Provider. Any change in requirement will be intimated at least 72 hrs. in advance over phone / mail.
2. That the Service Provider shall provide manpower as specified in tender document with their name, address and minimum qualification.
3. The Institution shall pay the Service Provider on monthly basis by A/c payee cheque at the rate specified in the tender document .The duty hours of the manpower supplied shall be normally 08 hrs in a day. The rate includes all charges payable to the Service Provider as per accepted rates offered by him/them. The Institution Authority shall arrange to pay the proper bills raised by the Service provider within 30 working days from date of submission of the bill by the Service Provider and subsequently accepted by the Institute Authority.

4. The duration of the contract shall be one year from and the contract will automatically be terminated on However, the Institution Authority reserves the right of extending the period of the contract at its discretion on satisfactory service rendered by the Service Provider and the Service Provider cannot claim any extension period as a matter of right. The extension (if any) will be under the same terms and conditions except for reason of any change effected by GOI order.
5. Service Provider (manpower supply firm) should be registered / licensed Service Provider (manpower supply firm), with Labour Department of any State Govt. / Central Govt. for the supply of skilled, semi-skilled and unskilled manpower.
6. The Payment (s) to be made to the Service provider are subject to deduction of tax leviable by any Government as per rules from time to time and will be made after the completion of every month .
7. The Service Provider (manpower supply firm) will be responsible for making the payment directly to the supplied manpower on the 7th of each succeeding month.
8. The Service Provider (manpower supply firm) shall make the payment to the supplied manpower by depositing payment in their bank account.
9. The contracting agency shall ensure that the manpower deployed in IEST ,Shibpur conform to the age, education & technical qualification, and skill/experience as prescribed by Indian Institute of Engineering Science and Technical Shibpur. Institute shall have the right to conduct a written/viva/practical test for the men supplied by manpower Service Provider to assess the competence of the supplied manpower.
10. The Service Provider (manpower supply firm) should make suitable arrangement for supervision of the manpower supplied and other related works.
11. The Service Provider (manpower supply firm) shall have to engage the required number of manpower and in case required number is not available on any day, without proper and acceptable reason IEST, Shibpur can impose penalty on Service Provider (manpower supply firm) as it thinks fit (minimum double the rate of wages per day per man for each deficiency).
12. The Service Provider (manpower supply firm) shall in no case pay its employees less than the minimum mandatory rates per day as specified in the tender and a record of that should be kept in a register, which may be made available for examination to IEST, Shibpur as and when demanded.
13. The Service Provider (manpower supply firm) shall not appoint any sub company/agency to carry out any obligation under the contract.
14. The Service Provider (manpower supply firm) shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract. Also it shall maintain a complaint book, which should be made available as and when required.
15. The Service Provider (manpower supply firm) shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.
16. The Service Provider shall abide by all the law of land including Labour Laws (Income Tax, Service Tax or any other extra taxes levied by the Government), Companies Act, Tax deduction liabilities, and

all other obligations that are being instructed in such cases and are not essentially enumerated and defined herein, though any such burden / duty shall be the exclusive responsibility of the Service Provider and it shall not involve IEST, Shibpur in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.

17. The Service Provider (manpower supply firm) shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to IEST, Shibpur to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
18. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the Service Provider (manpower supply firm) within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till one year unless it is curtailed or terminated by IEST, Shibpur.
19. If the Service Provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 3 months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
20. If the Service Provider repeatedly violates the terms and conditions of the contract or fails to supply required number of manpower despite IEST, Shibpur, having served him proper notices, the contract shall be liable to be terminated and security money so deposited shall be forfeited.
21. In case of any damage or loss caused to IEST, Shibpur property by the manpower supplied is found, the same shall be charged from the Service Provider (manpower supply firm). It must be ensured by the Service Provider (manpower supply firm) by submitting an affidavit on non-judicial stamp paper of Rs. 100.00 stating therein that he will bear the loss out of his own.
22. The loss caused to IEST Shibpur on account of negligence / dereliction of duties by the employees of the Service Provider (manpower supply firm), shall be established after a joint inquiry comprising the representatives of IEST Shibpur and Service Provider (manpower supply firm), and IEST Shibpur shall be within its right to make it good from the Service Provider (manpower supply firm).
23. The Service Provider (manpower supply firm) shall replace immediately any of its personnel who are found unacceptable to IEST Shibpur because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from IEST Shibpur. No association or trade union activities will be allowed by the manpower supplied by the agency.
24. The Manpower Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ double the wages per day on the Service Provider (manpower supply firm).
25. The normal working hour shall be 08.00 am to 05.30 pm with one hour lunch break from 12.00 pm to 1.00 pm. However, the timing may be changed at the discretion of IEST, Shibpur from time to time. In case of urgency/emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form. Also for job works and housekeeping the suitable timing

will be according to need. Shift duly personnel will be deployed as per the shift timings and for others it will be as per timing of concerned department/section/ central facilities/centre/school.

26. IEST, Shibpur will not be responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of IEST, Shibpur.
27. For all intents the Service Provider (manpower supply firm) shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed in IEST, Shibpur. The persons deployed in IEST, Shibpur shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the Institute.
28. In case of termination of this contract on its expiry or otherwise, the persons employed by the Service Provider (manpower supply firm) shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in IEST, Shibpur.
29. In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the Service Provider (manpower supply firm) can be withheld till settlement of the dispute by IEST, Shibpur or any other agent of the Court of law.
30. Notwithstanding the above, IEST, Shibpur reserves the right to accept or reject any tender or reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the effected quoter(s).
31. The Director of the Institution reserves the right to terminate this contract at any time by giving a written notice without showing any reason whatsoever and it will be binding on the part of the Service Provider to accept the same.
32. That the Service Provider shall deposit security money of Rs. 1,00,000.00 with the Institute authorities before executing this agreement and said security money shall be refunded free of interest after three months from the date of termination of this agreement/ extension whichever is later. The Institution authority shall have the right to deduct dues if any payable to the Institution from the security deposit or from his monthly bill/bills.
33. Income Tax will be deducted from the amount (excluding service tax) billing amount as per the prevailing rule.
34. That if any labour problem arises, it shall be settled by the Service Provider within one hour, failing which minimum amount equal to double the daily rate shall be deducted from the Service Provider’s Security deposit/Monthly bill.
35. That the Service Provider shall provide authenticated copies of Tax clearance i.e latest clearance of IT, Service Tax, PT etc. if applicable before signing this agreement.
36. The Service Provider shall be solely responsible for any claim / compensation whatsoever, by any of its employees under his roll, or any statutory contractual payment or any violation of provision of any law or contract during the period of contract or detected at any other subsequent date / dates .

37. In case the Service Provider fails to make any statutory or contractual payment, then the Institution Authorities shall have the right to realize this amount from the Service Provider's bill/bills.
38. That the Service Provider shall have a local office within the Shibpur area. However, the Institution may provide space on payment of mutually agreed rent in the Institute Campus for Office cum Rest Room of the Service Provider's personnel. However, electricity and water charges if provided will be charged to the Service Provider from the monthly bill of the Service Provider at the prevailing rates of the Institution. They will have to give the vacant possession of the aforesaid space on completion of contract otherwise PGD will not be released. Institute may take recourse to any other action as deemed fit.
39. The Institution shall have the right to make surprise check on competence of men under the Service Provider at any time and the Service Provider shall be duty bound to deposit at the rate as per the penalty clause of the tender document before the authority concerned of the Institution, if any man is found incompetent for the job.
40. The Institution authority shall have the right to alter, modify, delete & add to the above terms and conditions at any time during the period of contract.
41. Validity of tender: 90 (Ninety) days from the date of opening the tender. EMD shall stand forfeited if the bidder backs out within the validity period of ninety days.
42. That the Service Provider along with his men must vacate the IEST, Shibpur premises on termination of the contact, failing which Security Deposited shall be forfeited.
43. In case of any theft or loss of properties in the Institution, due to the negligence of the man power supplied, the Service Provider shall be liable to pay the cost of the material to the Institution, as assessed by the Institution. Alternatively the cost of the lost article/missing article shall be deducted from the pending bill (s) of the Service Provider or his Security deposit.
44. Any dispute arising out of this agreement will be settled under the Jurisdiction of Hon"ble Howrah Court only.

IN WITNESSES WHEREOF BOTH THE PARTIES set their respective hands in presence of the witnesses on the date, month and year as given above.

Signature of the Service Provider

Dean Administrative Affairs

Indian Institute of Engineering Science and Technology Shibpur
Howrah 711 103.

Witnesses of the Service Provider

Witnesses of the Institute Authority

1.

1.

2.

2.