



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), PUNE

Dr. Homi Bhabha Road. Pune -411008

Website: www.iiserpune.ac.in

Advt. No. 30/2013: IISER-P/Admin_Tech_Manpower /24.09.2013

TENDER FOR TECHNICAL MANPOWER OUTSOURCING SERVICES

(Engineers, Electricians, Plumbers & Carpenters etc)

Sealed tenders are invited for the Technical Manpower Outsourcing Services at IISER Pune for one year (extendable based on satisfactory performance). Estimated minimum number of personnel required is about 30-50. Agencies should have applicable licenses from State/Central authorities and should have 1 year of continuous experience without any premature termination in providing similar services in Central and State Government Organizations /Government funded Autonomous Bodies/ Government funded Academic Institutions and should have annual turnover of at least Rs. 25 lakhs in the Technical Manpower Outsourcing business alone for each of the last 3 financial years.

The tender document can be downloaded from institute website www.iiserpune.ac.in. Tender document fee of Rs. 1000/- (non-refundable) in the form of DD in favour of "Director, IISER Pune" may be enclosed with the Technical Bid.

For further details, terms and conditions please visit our website www.iiserpune.ac.in.

Last date for submission of tender is **17-10-2013 by 03.00 p.m.**. The tender (TECHNICAL BID) will be opened on same day at **04:30 p.m.** in IISER office at 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pune : 411 008.

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. Institute authorities reserve the right to relax or tighten the conditions/norms given in the tender documents.

REGISTRAR

TENDER FOR TECHNICAL MANPOWER OUTSOURCING SERVICES

(Engineers, Electricians, Plumbers & Carpenters etc)

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 **Technical Manpower Outsourcing Services (Engineers, Electricians, Plumbers & Carpenters etc) in IISER Pune** 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	Address of the PUNE office of the agency / firm / company. Land Line No Mobile No Email (Submit proof of address – Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Bill OR copy of latest Electricity Bill OR Copy of Lease Agreement)	Submitted / Not Submitted

4	<p>Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)</p>	Submitted / Not Submitted
5	<p>Name, designation, and details of contact person.</p> <p>Land Line No</p> <p>Mobile No</p> <p>Email</p>	
6	<p>Month and Year of commencement of Technical Manpower Outsourcing business.</p>	
7	<p>Statutory details of agency / firm / company (Relevant Photocopies to be submitted):</p> <p>1] Registration number of the firm. (Issued under Bombay Shops and establishment Act, Maharashtra).</p> <p>2] In case of company, registration number issued by Registrar of Companies.</p> <p>3] Electrical License issued by Department of Industry, Energy & Labour Department, Maharashtra State including HT & LT Services.</p> <p>4] Permanent Account Number (PAN).</p> <p>5] Service Tax – Registration number.</p> <p>6] Registration number issued by Regional Provident Fund Commissioner.</p> <p>7] Registration number issued by Employees State Insurance Corporation.</p> <p>8] Profession Tax registration number</p>	
8	<p>Agency / firm / company should have an annual turnover of at least Rs. 25 lakhs in the Technical Manpower Outsourcing business alone for each of the last 3 financial years. Relevant supporting documents duly certified by the Chartered Accountant to be submitted.</p> <p>Submit copy of the audited Balance Sheet and income tax return filed for the financial year 2012-2013.</p>	<p>Financial Year - 2010-2011 : Rs. _____</p> <p>Financial Year - 2011-2012 : Rs. _____</p> <p>Financial Year - 2012-2013 : Rs. _____</p> <p>Submitted / Not Submitted</p>
9	<p>Agency / firm / company should have at least 1 year of continuous experience without any premature termination in providing technical</p>	

	<p>manpower services in Central and State Government Organizations /Government funded Autonomous Bodies/ Government Academic Institutions.</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 staff provided and its number.</p>	<p>Yes / No</p> <p>Submitted / Not Submitted</p>
10	<p>Agency / firm / company should have provided at least 25 skilled technical manpower consisting of Engineers, Electricians, Plumbers & Carpenters etc in a single contract to Central and State Government Organizations /Government funded Autonomous Bodies/ Government funded Academic Institutions continuously for a minimum contract period of one year (including continuous extensions) any time in 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 firm has executed the contract satisfactorily, where 25 or more than 25 staff members were deployed (Engineers, Electricians, Plumbers & Carpenters etc).</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 staff provided and its number.</p>	<p>Yes / No</p> <p>Submitted / Not Submitted</p> <p>Submitted / Not Submitted</p>
11	<p>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.</p>	<p>Submitted / Not Submitted / Not Applicable</p>
12	<p>Submit details regarding financial resources, fixed and movable assets on letter head.</p>	<p>Submitted / Not Submitted</p>
13	<p>Submit affidavit in the prescribed format (Annexure-2) given in this tender on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public</p>	<p>Submitted / Not Submitted</p>
14	<p>Submit acceptance (Annexure-3) certificate on a letter head in the prescribed format given in this tender.</p>	<p>Submitted / Not Submitted</p>

15	All pages of the tender and draft agreement signed?	Yes / No
16	Details of the earnest money deposit (EMD) submitted.	DD/Pay Order No. _____ dated _____ for Rs. 25,000/- (Rupees Twenty Five Thousand Only) drawn on (name of the Bank) _____ in favour of Director, IISER Pune payable at Pune (To be enclosed with the Technical Bid)
17	Any other information	Submitted / Not Submitted

Place: _____
Date: _____

Signature of Tenderer
Name, Address with
rubber stamp



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), PUNE

Dr. Homi Bhabha Road. Pune -411008

www.iiserpune.ac.in

(To be sealed in separate envelope marked as "Price / Commercial 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.

RATES: - **ADMINISTRATIVE CHARGES** _____ % age (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.iiserpune.ac.in Tender document fee of Rs. 1000 /- (non-refundable) in the form of DD drawn in favour of "Director, IISER Pune" to be enclosed with the technical bid.
- The Tender document comprises two parts; (I) Technical bid and (II) Price / Commercial bid
- The tenderer should quote in figures as well as in words the rate and amount tendered by them in the Price / Commercial bid.
- Earnest money deposit (EMD) of Rs. 25,000/- (Rs. Twenty Five thousand only) in the form of Demand Draft in favor of "Director, IISER Pune" payable at Pune 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. EMD shall be returned to unsuccessful bidders. Also, EMD can be adjusted against the security deposit of the successful bidder.
- Tender Fee and EMD must be attached to the Technical Bid Only and NOT to the Price / Commercial Bid.
- Price / Commercial bid in envelop No: 2 duly marked as "**Price / Commercial bid**".
- **Tender consisting of Technical Bid and Price / Commercial Bid shall be sealed separately and to be put in sealed and signed single envelope. Tender shall be received from October 10, 2013 at IISER Pune, 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pune : 411 008 up to 03.00 p.m. on October 17, 2013.**
- **Pre-bid meeting will be held on October 03, 2013 at 03.00 p.m. at IISER, 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pune : 411 008 to resolve the queries of the potential bidders.**
- At the first stage, the **Technical Bids shall be opened in the presence of tenderers, who may like to be present on October 17, 2013 at 04.30 p.m.**
- The date and time of opening of "Price / Commercial" Bids shall be intimated later. The commercial 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 issued by IISER Pune 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 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 IISER Pune in this respect shall be final.

TERMS AND CONDITIONS:

1. **SCOPE OF WORK:-** Providing skilled technical manpower consisting of Engineers, Electricians, Plumbers & Carpenters etc. as per requirement from time to time as per “Annexure-1” to this document.
2. **NAME OF CONTRACT:-** Contract for providing skilled technical manpower consisting of Engineers, Electricians, Plumbers & Carpenters etc 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 as per the norms of Government of India.
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.
7. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value.
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 staff 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 should submit a **Security/ Bank Guarantee equivalent of one month wage bill** valid during the contract period which will be renewed from time to time as per further renewals/amendment of the contract.
11. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of said security/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 allotment letter for every week or part thereof for the delay in the commencement of the contract.
13. The decision of the Director, IISER Pune 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 Pune 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 his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.

14. During the contract, the contractor shall deploy required number of personnel to provide the said services and immediately 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 staff.
15. For the purpose of proper identification of the staff of the Contractor deployed by him at various places of IISER Pune, 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.
16. The contractor shall provide to all employees two sets of uniform, shoes etc. The wearing of uniforms and name plates by the employees of the Contractor during duty hours is compulsory.
17. The Director, IISER Pune 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.
18. 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.
19. 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 Pune shall be absolved from any such liability at its own level.
20. Tools required for job shall be provided by the Institute.
21. **WAGES:** - The Contractor shall pay basic monthly wages plus statutory charges (EPF/ESI) to all his employees as per the minimum wages rates fixed by Central Government or as per the wages fixed by IISER Pune whichever is higher approved by the IISER. In the event of existing wages already being paid to the employees are higher than the minimum wages fixed by Institute/State Govt/Central Govt. then the contractor shall pay the wages whichever are higher. The contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
22. The contractor shall furnish details of disbursement of salary to the Director; IISER Pune 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.
23. 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 / Maharashtra state Government issued from time to time.
24. 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 along with wage bill for the next month. He will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at IISER Pune. 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.

25. The contractor will submit wage bill as per details/table given below :-

- a. Name of the company-
- b. Annual contract for Technical Manpower Outsourcing Services (Engineers, Electricians, Plumbers & Carpenters etc.)
- c. Authority No. & Date-
- d. Date of commencement of the contract-
- e. Wage Bill for the month _____
- f. Bill No. _____ & Date _____

Sl. No.	Name of worker	Empl. Code No.	EPF No.	ESI No.	@ Basic/ Minimum Wages	Days	Wages	Employee's		Carry Home Salary	Employer's Share		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.61%	ESI 4.75%
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Ward Attendant													
1	XYZ	3519	2540	123	2520	31	2520	302	44	2174	302	41	120

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

- I. Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- II. 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.

26. Contractor shall pay wages to all its staff members 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, Pune	Agency	20th of every month
2	Verification of Attendance	IISER Pune	22nd of every month
3	Raising of Invoice to IISER Pune	Agency	24th of every month
4	Release of Payment	IISER Pune	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c on last working day of every month

27. 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 provision of the Income Tax Act, or as applicable from time to time. Apart from this, the Contractor shall also pay Service Tax on the gross bill, as applicable, at the rates as applicable from time to time. The Contractor will submit a copy of the receipt in the office of the Director IISER Pune. Service tax, on the gross bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.
28. 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 Pune. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
29. 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.
30. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his 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 Pune or any other officer so authorized by him in this regard.
31. In case of any complain/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.
32. **LEAVE** :- The Contractor shall deploy his employees in such a way that they get weekly rest and other holidays, if admissible under various laws, which may be applicable in this regard. Leave Reserve in the ratio of 1:6 for weekly rest and other holidays will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard. Leave of any kind other than weekly rest is not admissible.
33. 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 or out of the security deposits of the Contractor.
34. **Termination of the Contract** :-
The contract may be terminated in any of the following contingencies:-
- a. On the expiry of the contract period, without any notice ;
OR
- b. On giving one months notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general terms and conditions of the contract and the standard prescribed for the services ;
OR
- c. On Contractor being declared insolvent by the competent Court of Law without any notice ;
35. **Last Payment:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

Sr. No.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	APPROXIMATE NUMBER OF STAFF REQUIRED (Likely to change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
1	Project Manager	1-2	Degree in Civil / Electrical Engineering. Should have minimum 15 years of experience in execution of building works in Govt. Departments i.e. PWD/CPWD etc. and full knowledge of PWD / CPWD accounting and manual procedures is desirable.
2	Engineers (Civil / Electrical)	2-3	Degree in Electrical/Civil Engineering with 2-5 years relevant experience OR Diploma in Electrical / Civil Engineering with 5-10 years relevant experience. Experience in execution of Government works is desirable.
3	Electrician	20-25	Electrician / Wireman trade qualified from Industrial Training Institute (ITI) with valid license. Should have minimum 2 year experience of handling Day to Day activity of HT Substation, DG Set, Highly rated UPS and residential and industrial electrical installations.
4	Supervisor (Electrical/Civil)	2-3	Diploma / Degree in Electrical/Civil Engineering with supervisor license (as applicable). Should have minimum 3 years experience of handling Electromechanical Services / Civil Engineering Services.
5	Plumber	4-5	Plumber trade qualified from Industrial Training Institute (ITI) with valid license. Should have minimum 2 year experience
6	Carpenter	4-5	Carpenter trade qualified from Industrial Training Institute (ITI) Should have minimum 2 year experience
7	Supervisor (Plumber & Carpenter)	1-2	Should have minimum 3 years supervisory experience of handling plumbing & carpentry work.

(To be furnished on non-judicial 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 2013

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 2013

DEPONENT

ACCEPTANCE CERTIFICATE
(To be submitted along with technical bid)

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

(Name of the Company)

Have read and understood and hereby accept the terms and conditions of the tender and agreement for the Technical Manpower Outsourcing Services (Engineers, Electricians, Plumbers & Carpenters etc).

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:

DETAILS OF CLIENT AND STAFF 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 staff provided and its number.

Name & Address of Client (s) (Do not use abbreviations)	Period (From – To) (DD/MM/YYYY)	No. of Engineers deployed	No. of Electricians deployed	No. of Plumbers deployed	No. of Carpenters 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 _____, 2013 at Pune

BETWEEN

M/s Indian Institute of Science Education and Research Pune having its Office premises at Dr. Homi Bhabha Road, Pune - 411008 (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 technical skilled manpower as necessary.

Whereas CONTRACTOR is engaged in providing skilled manpower consisting of Engineers, Electricians, Plumbers & Carpenters to the Govt., Semi Govt. Department, and Office premises etc with appropriate licenses for running the business including PHE, Electromechanical and HT and LT Services.

AND WHERE AS **CONTRACTOR** undertakes to provide the requisite number of Engineers, Electricians, Plumbers & Carpenters 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. Duration of the contract shall be initially for 12 months effective from date of commencement of deployment, subject to appraisal and review by the Institute authorities from time to time and in case the jobs performed by the staff are not found to be satisfactory, the contract shall be terminated even before 12 months by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side.
2. The Contractor shall **deposit an amount of Rs.50,000 as Security deposit in the form of demand draft drawn in favour of "Director IISER Pune"** with the Institute for the entire duration of the contract. The Contractor shall also **provide a Bank Guarantee equivalent to one month wage bill within 15 days from the date of signing this agreement** which shall be used in case Contractor fails to pay its staff or in case of violation of any of the terms and conditions of the contract or in case of any default.
3. **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 total cost shall be worked out by the Institute based on minimum wages decided by the Institute as per the Govt. of India Norms.
 - c. The Administrative charges payable by the Institute shall be _____% of total CTC.
 - d. Service Tax as applicable shall be paid by the Institute on total bill inclusive of administrative charges.
 - e. In the event of revision of wage rates by applicable authority at any time, the same will be accordingly revised.

- f. The Contractor is under obligation to submit PF, ESI and Service Tax 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, ESI and Service Tax monthly challan by the Contractor. Failing to submit the challan as stated, penal deduction of Rs. 3000/- per day will be levied on contractor
- g. Administrative charges will be withheld if contractor defaults on this aspect consecutively for two months, written notice shall be given to the contractor for termination of contract.
- h. Schedule of processing of monthly bill will be as follows:

SR.NO	ACTIVITY	WHO	TURNAROUND TIME
1	Raising of Attendance to IISER, Pune.	Contractor	20 th of every month
2	Verification of Attendance	IISER, Pune	22 nd of every month
3	Raising of Invoice to IISER, Pune	Contractor	24 th of every month
4	Release of Payment	IISER, Pune	28 th of every month
5	Salary Disbursal	Contractor	Salary should be credited to individual Bank account on last working day of every month.

If any of the dates happens to be holiday, the activity will be performed on the next working day.

Any delay beyond this limit in disbursement of salary will invite Contractor to pay penalty of Rs. 5000/- per day.

The contractor will deposit the wages and applicable allowances in individual's bank account after taking the administrative charges and PF, ESI, Service Tax and other statutory component shall be deposited by the contractor with the respective agencies. The contractor shall submit the bank deposit slip of payment of wages to its staff 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 any violation/ contravention of the aforesaid 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, Service Tax or any other extra 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 (IISER, Pune) as principle employer per month plus applicable allowances. The payment should be made on last working day to staff by crediting into their respective bank account maintained at State Bank of India, NCL Campus Branch, Pune: 411008 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 staff are found harmful to the interest of the Institute, then the Contractor shall be under obligation to change the staff deployed. Any loss or damage to the property of the Institute caused by Contractor staff will be compensated by the Contractor only.

5. Relationship

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 staff with Institute, the said liability can be adjusted by the Institute from the bills payable to the Contractor.

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 staff by giving a **days notice** to the Contractor. The Contractor should take prior approval of the competent authority of the Institute before deploying staff in the Institute.
3. The Contractor shall be responsible for all injuries and accidents to Persons employed by it. It 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 staff. If any staff of the Contractor is found misbehaving with the supervisory staff or any other staff member/student of the Institute, it shall terminate the services of such staff on the recommendation of the Officer designated by the Director, IISER Pune. The Contractor shall issue necessary instructions to its staff to act upon the instructions given by the supervisory staff of the Institute.
5. The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
6. The Contractor shall take day to day instructions from the Designated Officer/s or his Deputy, in his absence, of the Institute.
7. **Qualification & Experience :**

Sr. No.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	APPROXIMATE NUMBER OF STAFF REQUIRED (Likely to change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
1	Project Manager	1-2	Degree in Civil / Electrical Engineering. Should have minimum 15 years of experience in execution of building works in Govt. Departments i.e. PWD/CPWD etc. and full knowledge of PWD / CPWD accounting and manual procedures is desirable.
2	Engineers (Civil / Electrical)	2-3	Degree in Electrical/Civil Engineering with 2-5 years relevant experience OR Diploma in Electrical / Civil Engineering with 5-10 years relevant experience. Experience in execution of Government works is desirable.
3	Electrician	20-25	Electrician / Wireman trade qualified from Industrial Training Institute (ITI) with valid license. Should have minimum 2 year experience of handling Day to Day activity of HT Substation, DG Set, Highly rated UPS and residential and industrial electrical installations.
4	Supervisor (Electrical/Civil)	2-3	Diploma / Degree in Electrical/Civil Engineering with supervisor license (as applicable). Should have minimum 3 years experience of handling Electromechanical Services / Civil Engineering Services.

Sr. No.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	APPROXIMATE NUMBER OF STAFF REQUIRED (Likely to change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
5	Plumber	4-5	Plumber trade qualified from Industrial Training Institute (ITI) with valid license. Should have minimum 2 year experience
6	Carpenter	4-5	Carpenter trade qualified from Industrial Training Institute (ITI) Should have minimum 2 year experience
7	Supervisor (Plumber & Carpenter)	1-2	Should have minimum 3 years supervisory experience of handling plumbing & carpentry work.

The employees of the Contractor shall be of Good character and of sound health.

8. All staff & Supervisor should have working knowledge of Marathi and Hindi however senior staff having knowledge of English language may be preferred.
9. The Contractor shall provide the details of the staff, 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 staff employed. The same shall be submitted to IISER Administration.
10. The Contractor shall maintain an Occurrence Book which will be made available to the supervisory staff of the Institute.
11. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a staff 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 (IISER Pune).
12. Institute reserves the right to ask the Contractor to remove any person 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 Staff provided to the Institute by organizing suitable training schedules for them. The Contractor shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Contractor. The Contractor will also include the training and updating skills of its staff 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. The staff provided by the Contractor shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will

compulsorily undergo ON-SITE Training for at least 03 days under Contractor's arrangements and expense.

15. The Contractor shall supply two pairs of uniforms (all weather) free of cost with Name plate to the staff 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 counter signed by the designated officer of the Institute.
16. Contractor's staff 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 staff on its roll, verified of their antecedents through Police and a certificate to this effect be furnished by the Contractor to the Institute within **45 days** of initial deployment. 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 Institute.
20. The Contractor shall have a proper system for checking the staff 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. A record of every lapse small or big will be maintained by the Institute Authorities. The Contractor shall employ & post one "Field Officer" experienced in the field at the Institute premises at its own cost 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 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 staff to claim/have employment or otherwise seek absorption in the Institute nor the Contractor's staff 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 staff will remain the employees of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their staff before deputing on work at the Institute.

7. **Scope of Work:** Providing skilled technical manpower consisting of Engineers, Electricians, Plumbers & Carpenters etc

1. The contractor shall provide periodic training to staff.
2. The Contractor should have an Investigation cell to carry out Investigation of thefts, accidents or any other matter required from time to time.
3. Carry out any other job assigned by the Director or his nominee as per requirement of the Institute from time to time.

8. 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 staff on or before last working day of the respective month. Any delay beyond this limit in disbursement of salary will invite Contractor to pay penalty of Rs. 5,000/- per day.
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 wages agreed by Institute as principle employer (IISER, Pune), the Institute on being satisfied of the complaint shall pay the employees of the Contractor directly and suitable deductions shall be made from the amount to be paid to the Contractor with penal interest of 2% per day on unpaid amount. In case of payments of ESI, EPF, Service Tax and Bonus the Contractor shall produce original challans /receipts to the Institute for verification & records.
3. The Contractor shall provide replacement in case the employee of the Contractor is proceeding on leave. This will be at no additional expense to the Institute. In case of any absence the Contractor shall be penalized by imposing a fine of Rs 500/- per staff per day, if absence is not fulfilled.
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 staff 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 staff, 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, 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.

9. Jurisdiction

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

10. Termination:

This contract is subject to termination with a one month notice from either side in writing.

(Authorized Signatory)

(Authorized Signatory)

Indian Institute of Science

Education and Research, Pune

PARTY OF THE FIRST PART-

PARTY OF THE SECOND PART-

INSTITUTE

CONTRACTOR

WITNESS

WITNESS

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____
