

## Annexure - I



### **TENDER DOCUMENT**

TENDER NOTICE FOR PROVIDING SERVICES OF SUPPLYING HIGHLY -  
SKILLED, SKILLED, SEMI-SKILLED, UN- SKILLED, MANPOWER FOR VARIOUS  
SERVICES

AT

GHANI KHAN CHOUDHURY INSTITUTE OF ENGINEERING & TECHNOLOGY,  
MALDA.  
WEST BENGAL, INDIA.



Phone: 03512-278058/268780

Tele-Fax: 03512-78058/268780

**Ghani Khan Choudhury Institute of Engineering & Technology**

(Centrally funded Institute and Established by Ministry of H.R.D., Govt. of India.)

Office: GKCIET, Vill & Post: Kotwali, Dist: Malda, Pin- 732144, West Bengal

Ref. No. : GKCIET/Estt/Service Provider/01/15

Date:06.06.2015

**TENDER NOTICE FOR PROVIDING SERVICES OF SUPPLYING  
HIGHLY SKILLED, SKILLED, SEMI-SKILLED & \* UN-SKILLED  
MANPOWER FOR VARIOUS SERVICES**

GKCIET, Malda invites sealed tenders under two-bid system from eligible Service Provider (Service Provider (manpower supply firm) registered/ licensed with Labour Department of any State Govt./ Central Govt. for the supply of Higher Skilled/ Skilled/ Semi-Skilled & Unskilled manpower for various jobs/ services on contract basis for the period of one year i.e. **01.07.2015 to 30.06.2016 (tentative)** . The interested agencies are required to submit the technical and financial bid separately. The bids in sealed cover-1 containing "Technical Bid" and sealed cover- 2 containing "Financial Bid" should be placed in a third sealed cover super-scribed "Tender for providing services of supplying Highly Skilled, Skilled, Semi-Skilled & Un-Skilled manpower for various services" and should reach this office by **12:30 hrs.** on or before **29.06.2015** The technical bids shall be opened on the **same day at 03:30 PM** in the presence of the Bidders or their authorized representatives who wish to be present. A pre-bid conference will be held on **24.06.2015 at 03:30 PM** In the institute Seminar Hall. Interested bidders may attend the pre-bid conference.

The tender documents containing eligibility criterion, scope of work, terms & conditions and Proforma of Agreement can be purchased from Accounts Officer of the Institute on any working days between 10.00 am to 01.00 pm on payment of Rs. 3000.00 only (non-refundable) or can be downloaded from Institute website. Those who download the tender document from Institute Website should enclose a DD for Rs. 3000.00 along with their bid. The bid security (EMD) of Rs. 3,00,000.00 should be paid in the form of Demand Draft in favour of Accounts Officer, Ghani Khan Choudhury Institute of Engineering and Technology, Malda from any Nationalized Bank (should be enclosed with the Technical Bid). Tender Document should be addressed to **Assistant Registrar, GKCIET, P.O-Maliha, P.S. – Englishbazar, Dist.-Malda-732102**. Bid Documents can be sent through post/courier. Bids received through courier will be accepted if reached within stipulated date and time.

The criterion of selection as well as rejection is defined in the tender document. The bid shall remain valid for 90 days from the date of opening of technical bid. Any future clarification and/ or corrigendum(s) shall be communicated through Institute website.

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

**Assistant Registrar**  
GKCIET, Malda

## **SCOPE OF WORK**

Supply of Highly Skilled, Skilled, Semi-Skilled and Unskilled manpower for various services at GKCIET, Malda or any other location within Malda/ or the Country where the Projects controlled by GKCIET, Malda is functioning.

## **TERMS & CONDITIONS**

1. Service Provider (manpower supply firm) shall be registered/ licensed Service Provider (manpower supply firm) with Labour Department of any State Govt. /Central Govt. for the supply of Highly Skilled, Semi-Skilled and Unskilled manpower.
2. Interested Service Provider (manpower supply firm) may quote their rates for engaging manpower on monthly basis (**payment will be made as per actual basis depending upon working days of 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). The adherence of other statutory expenses like Minimum Wages, EPF, ESI, Workmen Compensation, Bonus etc. will be the responsibility of the Service Provider.
3. Tender without EMD of RS.3, 00,000.00 will not be accepted.
4. The Service Provider (manpower supply firm) should have to furnish a performance bank guarantee of 25% of total contract value of 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 the firm furnishes Performance Guarantee. The said Performance Guarantee Deposit (PGD) should be in favour of Ghani Khan Choudhury Institute of Engineering and Technology, Malda. No interest will be paid on EMD or PGD.
5. The Service Provider (manpower supply firm) must fulfil 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. Turn over for the last financial year of the Service Provider should be duly certified by the Chartered Accountant and it should not be less than 10 times of the estimated cost per month.
9. The tender should contain satisfactory performance report from past & present clients which may be verified.
10. The payment(s) to be made to the Service Provider are subject to deduction of taxes leviable by any Govt. as per rules from time to time and will be made after completion of every month.
11. The Service Provider (manpower supply firm) will be responsible for making the payment directly to the supplied manpower by 7<sup>th</sup> 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 manpower deployed in GKCIET, Malda should confirm to the age, educational, technical qualification/ specification and skill as prescribed by Ghani Khan Choudhury Institute of Engineering and Technology, Malda. Institute shall have the right to conduct a written/ viva/ practical test for all of the men supplied by the manpower Service Provider to assess the competence of the supplied manpower. In case of Highly Skilled, Skilled, Semi-Skilled & Un-Skilled men found to be incompetent for the job as Highly Skilled, Skilled, Semi-Skilled & Un-Skilled work he/she will be paid only rate applicable for unskilled worker and subsequently the manpower Service Provider will have to provide suitable replacement for the said person.
- 14. The Service Provider (manpower supply firm) should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the manpower 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 Institute or Organization of repute for various jobs and should have annual minimum turnover of Rs. 60 (Sixty) Lakhs for each year. Audited balance sheet to be attached.
16. The Service Provider (manpower supply firm) shall be responsible for all injuries and accidents to persons employed by him/ them. The workers shall be insured against personal accidents arising out of and during the course of their duties.
17. In the event of injury, illness or accidents to any worker GKCIET, Malda will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act.
18. Service charges will be the primary criterion for evaluation of financial bid.
19. 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 GKCIET, Malda can impose penalty on Service Provider (manpower supply firm) as it thinks fit (minimum double the rate of minimum wages per day per men for each deficiency).
20. The Service Provider (manpower supply firm) shall in no case pay its employees less than the minimum mandatory rates per day in accordance with the Minimum Wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to GKCIET, Malda as and when demanded.
21. The Service Provider (manpower supply firm) shall not appoint any sub company / agency to carry out any obligation under the contract.
22. 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.

23. The Service Provider (manpower supply firm) shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.
24. The Service Provider shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes as applicable levied by the Government), companies Act, Tax deduction liabilities, welfare measures of its 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 GKCIET, Malda in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
25. 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 GKCIET, Malda to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
26. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax (if applicable) etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. Head wise breakup of all employees' contribution of previous month towards EPF & ESI including duly certified Bank **Challan** to be submitted with the following month's bill. Details of wages disbursed, proof to be submitted with the following months 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 GKCIET, Malda.
27. 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 GKCIET, Malda.
28. The contract initially will be for a period of One Year i.e. from 01.07.2015 to 30.06.2016. 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.
29. 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.
30. If the service Provider repeatedly violates the terms and conditions of the contract or fails to supply required number of Highly Skilled / Skilled / Semi-Skilled / Unskilled manpower despite GKCIET, Malda having serviced him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
31. The Service Provider (manpower supply firm) shall submit a copy of labour license obtained from the Labour Commissioner along with tender.
32. In case of any damage or loss caused to GKCIET, Malda, property by the manpower supplied is found, the same shall be charged from the Service Provider

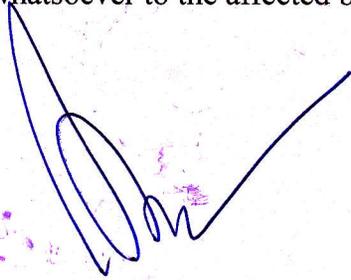


- (manpower supply firm). It must be ensured by the Service Provider (manpower supply firm) by submitting an affidavit on non-judicial stamp paper of Rs. 100.00 stating therein that he will bear the loss out of his own.
33. The loss caused to GKCIET, Malda on account of negligence / dereliction of duties by the employees of the Service Provider (manpower supply firm), shall be established after a joint inquiry comprising the representatives of GKCIET, Malda and Service Provider (manpower supply firm), and GKCIET, Malda shall be within its right to make it good from the Service Provider (manpower supply firm).
  34. The Service Provider (manpower supply firm) shall replace immediately any of its personnel who is found unacceptable to GKCIET, Malda because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from GKCIET, Malda. No association or trade union activities will be allowed by the manpower supplied by the agency.
  35. 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 minimum wages per day on the Service Provider (manpower supply firm).
  36. The normal working hour shall be 09.45 am to 06.15 pm with half an hour lunch break from 01.30 pm to 02.00 pm. However, the timing may be changed at the discretion of GKCIET, Malda 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 duty personnel will be deployed as per the shift timings and for others as per the timings of concern departments / sections / central facilities centre.
  37. GKCIET, Malda is not responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of GKCIET, Malda.
  38. 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 GKCIET, Malda. The persons deployed in GKCIET, Malda shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of GKCIET, Malda.
  39. 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 not for any relaxation for adsorption in the regular/otherwise capacity in GKCIET, Malda.
  40. The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement to be decided in consultation with the Service Provider (manpower supply firm) and any



increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.

41. The Highly Skilled, Skilled, Semi-Skilled & Unskilled manpower presently working in GKCIET, Malda on Daily Wage may be engaged at the discretion of the Service Provider (manpower supply firm) as per his/their own terms and conditions. GKCIET, Malda will in no way be responsible for the said engagement.
42. 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 GKCIET, Malda or on the orders of the Court of law.
43. Notwithstanding the above, GKCIET, Malda 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 affected bidder(s).



## QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS WORKS

Categories	Eligibility
<p><b>Unskilled</b>                      Helper, Mali, Peon, Electrician Helper*,                      Plumber Helper*, Manual Labour, Carpenter                      Helper</p>	<p>Preferably 8<sup>th</sup> Standard pass. * Previous experience of at least one year in relevant job in any Govt. /Private Organization of repute.</p>
<p><b>Semi-Skilled</b>                      Electrician, Lab Attendant, Plumber, Senior Mali, Electric Meter Reader, Carpenter.</p>	<p>Minimum 12<sup>th</sup> Standard Pass. Certificate of vocational training/license (for technical job) wherever applicable. Having worked as an unskilled person for five years in any Govt. Organization.                      Or                      A person should be at least 10<sup>th</sup> passed and have knowledge to read and write English with 3 years' experience in Public/Private/Central/State Govt. officers for non-technical.</p>
<p><b>Skilled</b>                      Clerk</p> <p>Data Entry Operator</p> <p>Mechanic/Electrician or any other technical job</p>	<p>Minimum Graduate from any recognized University. Proficiency of Typing Speed not less than 35 wpm. Experience In Data Entry in MS Office. Proficient in Drafting, Accounting, preparation of Bill etc. Having five years' experience in clerical job</p> <p>Minimum Graduate from any recognized University. Should possess qualification of BCA or DCA.</p> <p>ITI/Diploma/Graduate degree in science Processional certificate with 3 years' experience in relevant field in Govt. Organization in case of diploma &amp; graduate and five years for ITI certificate holder.</p>
<p><b>Highly Skilled</b></p>	<p>Qualification same as for the skilled manpower. Experience of ten years in relevant field / work.</p>

Note: Tentative requirement of manpower:-

Unskilled-30 Nos., Semi-Skilled-32 Nos. Skilled-08 Nos. Highly Skilled-Nil.

Reservation for SC, ST, OBC, Ex-Servicemen, PWD as applicable for Group C & D employees will be followed




**A. ORDER FOR AGREEMENT OF DOCUMENT WITH THE TECHNICAL BID.**

1. Application –Technical Bid.
2. EMD of Rs. 3,00,000.00
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 the agency for last three years.
7. Attested copy of the Service Tax registration letter/Certificate
8. Attested copy of the PF registration letter/certificate
9. Attested copy of the ESI registration letter/certificate.
10. Certified document in support of financial turnover of the agency.
11. Certified documents in support of entries made in the Technical Bid Application.
12. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
13. Documents relating to experience/clients served.

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

1. List of manpower for deployment in GKCIET, Malda containing full details i.e. date of birth, marital status, address, medical fitness certificate etc,
2. Bio-Data of all persons.
3. Character Certificate.
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 covered in a common envelop.

**D. SCHEDULE OF TENDER DOCUMENT & TENDER NO.**

1. Date & Time of sale from **06.06.2015** to **12:00 hrs.** on **29.06.2015** on any working days.
2. Date & Time for submission up to **12:30.pm** of **29.06.2015** in the office of Assistant Registrar (Admin & Establishment).
3. Date & Time for opening (Technical Bid) **03:30 pm** of **29.06.2015** 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.
4. Pre bid conference will held on **24.06.2015** at **03:30 pm** in the Institute Seminar Hall.

To  
Assistant Registrar  
Ghani Khan Choudhury Institute of Engineering and Technology  
Vill+Post: - Maliha  
Malda: - 732102  
West Bengal, India

**Sub: Submission of Quotation for Supply Highly Skilled/Skilled/Semi-Skilled/Unskilled manpower for various services.**

Sir,

We hereby submit the quotation for various categories of manpower required by GKCIET, Malda as under:

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
Sl. No.	Type of workers	Minimum Wage	EPF	ESI	Bonus	Workmen's Compensation	Leave	Sub Total	Service Charge (In %) minimum wages only	Remarks
1.	Highly Skilled									
2.	Skilled									
3.	Semi-Skilled									
4.	Unskilled									

**Note:**

1. Service Tax and education cess to be paid extra as applicable.
2. The bidders should only quote service charges in percentage of minimum wages indicated in column no. 3
3. The rate will be revised solely based on the revision of minimum wages as notified by GOI from time to time.
4. Rate in column No. 3 basic Minimum Wage +VDA as notified by GOI from time to time.
5. Column No. 4, 5, & 7 as per Rule/Act
6. Column No. 6 as per GOI Rule.
7. Payment to the manpower Service Provider will be made as per actual deployment based on requirement/working days of the Institute.

Place:

Date:

Signatures of Bidders with Stamp

To  
Assistant Registrar  
Ghani Khan Choudhury Institute of Engineering and Technology  
Vill + Post: - Maliha  
Malda: - 732102  
West Bengal, India

**Sub: Submission of personal for Supply of Highly Skilled / Skilled / Semi- Skilled / Unskilled manpower for various services at GKCIET, Malda.**

Sir,

I/ We, the undersigned, offer to provide the Highly Skilled, Skilled Semi Skilled and Unskilled manpower for a period of ..... in accordance with your Tender no: .....dated : ....., We are hereby submitting our proposal, which includes this technical proposal and a financial proposal sealed under a separate envelope and they are put in Common envelope.

We hereby declare that all the information and statements 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 F-1) are 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 competition) with any competitor.

We agree 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 The Assistant Registrar, GKCIET, Malda is not bound to accept the lowest or any proposal or to give any reason for award, of 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 organizations where such contracts undertaken during last three years (documents in proof to be attached)

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

Sl. No	Name & Address of the organization with contact no.	No. of personnel 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 to be given with technical Bid for Annual Contact for supply of Highly Skilled, Skilled, Semi-Skilled & Unskilled workers.

GKCIET, Malda reserves the right to verify the details mentioned above by the bidder.

**CHECK LIST FOR TECHNICAL BID****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No.	Page No.
1.	The firm is registered with the Regional Labour Commissioner under provisions of Contract Labour Act and its validity date		
2.	Copies of balance sheet and P & L A/C for the last 3 years duly certified by CA		
3.	Registration Certification of Provident fund Commissioner enclosed PF Registration Code allotted by Regional Provident Fund Commissioner.		
4.	Copy of Registration Certificate / Allotment Letter of Service Tax number		
5.	Copy of Registration Certificate / Allotment Letter of PAN from IT Dept.		
6.	Registration Certificate of ESI enclosed		
7.	Proforma containing details of other organization where such contracts were / are undertaking ( attach supporting documents)		
8.	DD of Rs. 3.00 Lakhs		
9.	Price Bid Proforma completed & sealed in separate envelope		
10.	List of Arbitration cases (if applicable) Please write NOT APPLICABLE if no cases are there		
11.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment		
12.	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.		
13.	Copy of income tax returns for last three years.		
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor / firm/ parties relating to previous service contracts.		
15.	Office address		
16.	At least two currently valid contracts for similar work.		

**Declaration by the Tenderer**

This is to certify that I/We before signing this tender No: ..... dated : ..... have ready and fully understood all the terms and conditions contained herein and undertaken myself / ourselves to abide by them.

Signature of Tenderer with seal

Name

Seal

Office Address

Phone

**NOTE**

Submission of all the documents 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.S:.....District:  
..... in the State of -----,

(Herein after called the Service Provider) on the one part and The Ghani Khan Choudhury Institute of Engineering and Technology, Malda being represented by the Assistant Registrar, GKCIET, Malda (on behalf of R-PIC) of the Institution, Sri/ Mr./ Dr./ Prof. ....S/O..... of-P.O.....

P.S .....and district Malda (here-in after called the Institution) on the other part whereas the Assistant Registrar, The Ghani Khan Choudhury Institute of Engineering and Technology, Malda has floated a Tender for providing services of supplying the Highly Skilled, Skilled Semi skilled and Unskilled manpower for various services at GKCIET, Malda 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 the Highly Skilled, Skilled Semi Skilled and Unskilled manpower. NOW THEREFORE THIS AGREEMENT WITNESSES as follows.

- 1> That in pursuance of this agreement and in consideration of the payment as stipulated in the tender, the Service Provider shall provide .....number of Highly Skilled manpower, .....number Skilled manpower, .....number Semi-Skilled manpower, ..... Number Unskilled 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 .....number of the Highly Skilled manpower, .....number Skilled manpower, .....number Semi-Skilled manpower, ..... number Unskilled manpower as specified in tender document with their name, address and minimum qualification.
- 3>The Institute shall pay to the Service Provider on monthly basis by A/C payee cheque at the rate Rs. \_\_\_\_\_ P.D. for each Highly Skilled Staff, Rs. \_\_\_\_\_ P.D for each Skilled Staff, Rs. \_\_\_\_\_ P.D for each Semi-Skilled Staff & Rs. \_\_\_\_\_ P.D for each Unskilled Staff. The duty hours of the manpower shall be supplied 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. Previous months EPF, ESI subscription deposit challan (along with details of each men's deposit and details) to be deposited with the bill of succeeding month.
- 4> The duration of the contract shall be of one year from ..... to .....and the contract will automatically be terminated on



.....However, the Institution Authority reserves the right of extending the period of 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 in same terms and conditions except for the reason of any change effected by GOI order.

- 5> The 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 taxes leviable by any Government as per rules from time to time and will be made after the completion of every month.
- 7> Service Provider (manpower supply firm) will be responsible for making the payment directly to the supplied manpower by 7<sup>th</sup> 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 accounts.
- 9> The contracting agency shall ensure that the manpower deployed in GKCIET, Malda conform to the age, educational & technical qualification, and skill / experience as prescribed by Ghani Khan Choudhury Institute of Engineering and Technology. Institute shall have the right to conduct a written / viva/ practical test for all the men supplied by the men supplied by the manpower Service Provide to assess the competence of the supplied manpower.
- 10> The Service Provider (manpower supply firm) should make suitable arrangement for supervision of manpower supplied and other related works.
- 11> The Service Provider (manpower supply firm) shall be responsible for all injuries and accidents to persons employed by him. The workers shall be insured against personal accidents arising out of and during the course of their duties.
- 12> In the event of injury, illness or accidents to any worker, GKCIET, Malda will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act.
- 13> 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 GKCIET, Malda can impose penalty on Service Provider (manpower supply firm) as it thinks fit (minimum double the rate of minimum wages per day pre men for each deficiency)
- 14> The Service Provider (manpower supply firm) shall in no case pay its employees less than the minimum mandatory rates per day in accordance with the Minimum Wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to GKCIET, Malda as and when demanded.
- 15> The Service Provider (manpower supply firm) shall not appoint any sub company/ agency to carry out any obligation under the contract.
- 16> 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.
- 17> The Service Provider (manpower supply firm) shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.
- 18> The Service Provider (manpower supply firm) shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes levied



- by the Government), companies Act, Tax decoction liabilities, welfare measures of its 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 GKCIET, Malda in any way whatsoever. Compliance of these provisions shall be ensured at the time to making monthly payments.
- 19> 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 GKCIET, Malda to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
  - 20> The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax (if applicable) etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month 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 GKCIET, Malda.
  - 21> 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 GKCIET, Malda
  - 22> 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 other party.
  - 23> If the Service Provider repeatedly violates the terms and conditions of the contract or fails to supply required number of Highly Skilled, Semi-Skilled & Unskilled manpower despite GKCIET, Malda having serviced him proper notices, the contract shall be liable to be terminated and security money so deposited shall be forfeited.
  - 24> If case of any damage or loss caused to GKCIET, Malda 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 100.00 stating therein that he will bear the loss out of his own.
  - 25> The loss caused to GKCIET, Malda 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 GKCIET, Malda and Service Provider (manpower supply firm) and GKCIET, Malda shall be within its right to make it good from the service Provider (manpower supply firm).
  - 26> The service provider (manpower supply firm) shall replace immediately any of its personnel who are found unacceptable to GKCIET, Malda because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from GKCIET, Malda. No association or trade union activities will be allowed by the manpower supplied by the agency.
  - 27> 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 pre-estimated agreed liquidated damage @double the minimum wages per day on the Service Provider (manpower supply firm).

- 28> The normal working hour shall be 09.45am to 06.15pm with half an hour lunch break from 01.30 pm to 02.00 pm. However, the timing may be changed at the discretion of GKCIET, Malda 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 duty personnel will be deployed as per the shift timings and for others it will be as per timings of concern departments/sections/central facilities centre.
- 29> GKCIET, Malda 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 GKCIET, Malda.
- 30> 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 GKCIET, Malda. The persons deployed in GKCIET, Malda 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.
- 31> 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 not for any relaxation for absorption in the regular/ otherwise capacity in GKCIET, Malda.
- 32 > The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement to be decided in consultation with the Service Provider (manpower supply firm) and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.
- 33> The Highly Skilled, Skilled, Semi-Skilled & unskilled manpower presently working in GKCIET, Malda on Daily Wage basis may be engaged by the Service Provider (manpower supply firm) as per his own terms & conditions. GKCIET, Malda will in no way be responsible for the same.
- 34> 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 GKCIET, Malda or on the orders of the Court of law.
- 35> Notwithstanding the above, GKCIET, Malda 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 affected quoter(s)
- 36 > The Head 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.
- 37> That the Service Provider shall deposit security money at the rate of 25% of the total contract value of One Year 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.
- 38>Income tax will be deducted from the total amount (excluding service tax) billing amount as per the prevailing rule.

- 39> That if any labour problem arises, that shall be settled by the Service Provider within one hour, failing which, amounts minimum equal to double rate shall be deducted from the Service Provider's Security deposit/Monthly bill.
- 40> 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.
- 41>The Service Provider shall be solely responsible for any claim/compensation whatsoever, by any of its employee under his roll, or any violation relating to the minimum wages by the labor department, leave, HRA, Workmen's compensation .PF, Gratuity, ESI or any other statutory or 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.
- 42>That 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.
- 43> That the Service Provider shall have a local office within the Malda 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 Providers Men. However, electricity and water charges if provided will be charged to the Service Provider from the monthly bill of the Service Provider at prevailing rates of the Institution. They shall have to give the vacant possession of the aforesaid space on completion of contract otherwise PGD will not be released/Institute recourse to any other action as deemed fit.
- 44> The Institution shall have the right to submit requisition of any number of men in addition to the tendered Nos. to maintain the Institution Properties, the Institution Campus and Hostels as and when required by the Institution. The Service Provider shall be bound to provide services of such men as per specification laid down earlier/in tender document and at the same rate, terms and conditions under the special supervision of the Service Provider's Supervisor.
- 45> 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 men is found incompetent for the job.
- 46> The Institution Authority shall have the right to alter, modify, delete & add to the above terms and conditions any time during the period of contract.
- 47> Validity of tender 90 (Ninety) days from the date of opening the tender. EMD shall be stand forfeited if the bidder backs out within the validity period of Ninety days.
- 48> That the Service Provider along with his men must vacate the GKCIET, Malda premises on termination of the contract ,failing which Security Deposit shall be forfeited.
- 49> In case of any theft or loss of Institution properties 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 Service Providers pending bill(s) or security deposit.

50> Any dispute arising out of this agreement will be settled under the jurisdiction of Hon'ble GKCIET, Malda 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.

Assistant Registrar  
GKCIET, Malda

Signature of the Service Provider

Witness of the service Provider

1.

2.

3.

4.

Witness of the Institute Authority

1.

2.

3.

4.

