

Tender No. THDC-IHET/MANPOWER SUPPLY/2021/01



TENDER DOCUMENT

**TENDER
FOR SUPPLY OF MANPOWER**

**TO
THE DIRECTOR,
THDC Institute of hydropower
Engineering and Technology,
Bhagirathipuram, Tehri - 249124**

PROCUREMENT NOTICE

**TENDER TITLE: FOR SUPPLY OF MANPOWER
TENDER REF NO: THDC-IHET/MANPOWER SUPPLY/2021/01
TENDER LAST DATE: 19/04/2021**

1. PREFACE:

Sealed Tenders are invited by the THDC Institute of Hydropower Engineering and Technology (hereinafter referred to as 'THDC IHET') under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing manpower under skilled, semi-skilled and Unskilled categories in the THDC IHET located at the address mentioned below for 11 month on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY

The Director,
THDC Institute of Hydropower Engineering and
Technology, B.Puram- 249124.
Phone: 01376-236816, E mail: thdcihet001@gmail.com

2.1 ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

<http://www.thdcihet.ac.in>

2.2 CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:

Mr. Vikrant Kumar, Assistant Registrar

Written queries can be sent by email at: registrar@thdcihet.ac.in

3. Brief Details of the Tender:

S.No.	Name of the work & location	Details
i	Tender fee :	INR 1000/-
ii	Tender No. :	THDC-IHET/MANPOWER SUPPLY/2021/01
iii	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs.50,000/- in the form of Demand Draft/Pay order only in the name of "Director, THDC Institute of Hydropower Engineering and Technology", payable at B.Puram
iv	Last date of the Submission/ Receipt of the Tender (Part I and Part II)	19/04/2021

The cost of tender document is **Rs.1000/-**(Rupees One Thousand Only). Payable by Demand draft/Pay order in favor of "**Director, THDC Institute of Hydropower Engineering and Technology**", payable at B.Puram. The cost of tender may be submitted along with Technical bid in the form of a Demand draft/Pay order in favor of "**Director, THDC Institute of Hydropower Engineering and Technology**", payable at B.Puram. The cost of tender document is **NON-REFUNDABLE**. Tender submitted without cost will be rejected.

3.1 Submission of the Tender

3.2 Duly filled Tender accompanied with all related documents and annexures must be submitted (by hand/ registered post/ speed post) at the office of the Director, THDC-IHET, B.Puram, Tehri-249124 on or before 19 April 2021.

3.3 Tenders without Tender fee and Earnest Money are liable to be rejected.

4. SCHEDULE FOR INVITATION FOR BIDS:

- i) Date of issue/opening/publish of Tender document : 01-04-2021, 10.30 A.M.
- ii) Last date of receipt of Tender : 19-04-2021, 04.30 P.M.
- iii) Date and time of opening of Tender (Technical Bid) : 20-04-2021, 11.30 A.M.
- iv) Date and time of opening of Financial Bid : 20-04-2021, 01.00 P.M.
- v) Bid will be opened at Board Room, ground floor, Admin Block, THDC-IHET, B.Puram, Tehri – 249124.

5. PERIOD FOR VALIDITY OF TENDER DOCUMENT: 11 month from the date of opening of the Tender.

6. TYPE OF BID: Two bid system (Technical & Financial) i.e. Two cover system

7. SCOPE OF WORK:

To provide the requisite manpower in accordance with the minimum rate of wages as per Department of Labour, Government of Uttarakhand.

Requirement of Manpower:

Description of work	Semi-skilled Manpower	Unskilled Manpower	Total Manpower
Internal maintenance of Garden etc.	-	03	03
Cleaning & sweeping work in Institute campus	-	04	04
Plumbing work in Institute campus	01	-	01
Driver for Institute vehicle	01	-	01
Attendant for office work in Institute campus	-	05	05
Guard for Institute and Hostels in Day and Night	-	09	09
Total	02	21	23

The number of manpower may be increased or decreased at the option/ requirement of the Institute from time to time.

The contractor shall pay the minimum rate of wages as per Department of Labour, Government of Uttarakhand.

8. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

- i) Institute will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to Account office, THDC-IHET with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the Account office, THDC-IHET every month.
- v) The normal time to make the payment by the Institute is 45 days to 60 days from the date of receipt of the bill.
- vi) Contractor shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by Account office, THDC-IHET due to unavoidable circumstances.
- viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of THDC-IHET.
- ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification.
- xi) Requisite manpower shall be provided within 10 days from the acceptance of the contract.

9. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

- i) The deployed manpower will get the benefit of Gazetted holidays as notified/ declared by the Institute. For holiday on these days, the manpower will be paid wages at the rate equivalent to the average of his daily wages.
- ii) The deployed manpower has to work from Monday to Saturday during office hours from 9.30am to 5.00pm. (except Guard manpower)
- iii) Deployed manpower may be the employee/ contractual employees of the Contractor's firm but they cannot be employee or servant of Institute.

10. EARNEST MONEY DEPOSIT (E.M.D.):

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.50,000/- in the form of Demand Draft/Pay order only in the name of "Director, THDC Institute of Hydropower Engineering and technology", payable at B.Puram. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned after approval of lowest one bidder (L-1).

11. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security deposit cum Performance guarantee of Rs.1,00,000 (Rs. One lakh only) on total bid amount of one year which shall be valid for two years, shall be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee only in the name of "Director, THDC Institute of Hydropower Engineering and

technology”, payable at B.Puram, having validity of two years. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by Director, THDC Institute of Hydropower Engineering and technology after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

12. Procedure for Submission of Bids:

Technical Bid (Cover-1): Bidders are requested to submit the required documents as per the following:

- i. All information/documents as per “QUALIFYING INFORMAITON” mentioned below.
- ii. Original copy of DD/Bankers cheque for an amount of Rs.50,000/- (Rupees Fifty Thousand Only) towards Bid Security (EMD).

Financial Bid (BOQ) (Cover-2): Bidders are requested to upload the prescribed BOQ.

13. TECHNICAL BID: ELIGIBILITY CONDITIONS:

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid:-

- (i) The Company/Firm/Agency shall have at least three years’ experience in successfully providing semi-skilled and unskilled manpower to Government or Public Sector Companies/Banks etc.
- (ii) The Company/Firm/Agency shall have financial turnover of at least Rs.50 lakhs per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency shall have been registered with the appropriate registration authority.
- (iv) Tenderer shall provide a self-attested copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Manpower (Regulation & Abolition) Act, 1970.
- (v) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (vi) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

14. EVALUATION CRITERIA:

- (i) Total number of Bids received will be announced to bidders during Bid opening time.
- (ii) Technical and financial Bid will be opened by Designated Evaluation Committee in presence of bidders.
- (iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- (iv) Price quoted in financial bid will be announced to bidders.
- (v) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the Competent Authority /Director.
- (vi) On the approval of Competent Authority/Director, Lowest One (L-1) bidder name will be declared.

15. GENERAL INSTRUCTIONS:

- (i) Interested Parties shall submit their sealed tenders after inspection of the premises. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holiday) till the last date of download of Tender.
- (ii) Institute reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- (iii) Institute takes no responsibility for delay, loss or non-receipt of applications.
- (iv) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by Institute shall be accepted by the tendering Company/Firm/Agency within 05 days from the receipt of the order or 10 days from the date of the said order whichever is earlier and the contract will continue initially for a period of 11 month from the date of award of work order and may be renewed for further period unless it is curtailed or terminated by the Institute owing to deficiency of services, sub-standard quality of skilled/ semi-skilled/unskilled manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- (v) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- (vi) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for skilled, semi-skilled and unskilled manpower on the same terms and conditions in reasonable time.
- (vii) The tenderer will be bound by the details furnished by him/her to Institute, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in jurisdiction only.

- (viii) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress.
- (ix) The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure "A".
- (x) All the documents should be signed by the Tenderer.

16. PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of 11 month from the date of award of work order. This contract may be renewed for further period of the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving three months prior notice in writing.

17. RIGHT TO ACCEPT OR REJECT TENDER

Institute reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

18. BIDDER TO GET INFORMED HIM SELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

19. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- (i) The contracting agency shall ensure that the individual skilled, semi-skilled and unskilled manpower deployed in THDC Institute of Hydropower Engineering and technology, B.Puram conform to the technical specifications of age, educational and skill qualification.
- (ii) The contracting company shall provide Bio-data of each person deployed by him.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- (iv) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Skilled/ Semi-skilled/Unskilled manpower deployed by them in this office in the given time limit:
 - a) List of persons deployed.[monthly]
 - b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
 - c) Birth proof of the candidates- [at the time of deployment]
 - d) Copy of Aadhaar Card of the candidates-[at the time of deployment]
 - e) Identity proof and residential proof- [at the time of deployment].
- (v) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.

- (vi) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (vii) The office hours for the person deployed (Except Guard Manpower) are 9.30 am to 5.00 pm. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
- (viii) All the issues related to contract, monthly payments etc shall be communicated and processed through the Facility Coordinator appointed by Head of Institution.
- (ix) The contractor shall provide a substitute within 10 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond ten working days will attract pre- agreed liquidated damages @ Rs.500/- per day on the service-providing agency.
- (x) For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- (xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xiv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

20. LEGAL

- (i) The contractor shall pay the minimum rate of wages as per Ministry of Labour Department.
- (ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.
- (iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of

the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

- (vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- (viii) The Institute shall not provide any land/space/building for contractor's office or labour residences. The contractor shall make his own arrangement for the above at his own cost.
- (ix) Disputes & Differences:

Decision of the Director, THDC Institute of Hydropower Engineering and technology regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

21. TERMINATION

This agreement may be terminated by either partly or fully by giving three months' notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

22. MODE OF PAYMENT

- (i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Account Office in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by Coordinator respective section of the Office.
- (ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.
- (iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

23. FORCE MAJOREURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall

take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

24. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license from the Regional Manpower Commissioner.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. *Attested copy of the GST certificate.*
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified documents in support of entries in column 12 and 13 of Technical Bid application.
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

25. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF semi-skilled/ unskilled manpower.

List of skilled, semi-skilled and unskilled manpower shortlisted by the Director, THDC Institute of Hydropower Engineering and technology, B.Puram for deployment in the Institute with details of the employees as follows:

1. Bio-Data of all persons
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure "A"
6. Identity proof and residential proof.

FORM – 1

TECHNICAL BID

1. For providing Semi-skilled and Unskilled manpower to the THDC Institute of Hydropower Engineering and technology, B.Puram, Tehri.
2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
.....
3. Name of the Proprietor /Director of Company/Firm/Agency
.....
4. Full address of the Registered Office _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____
5. Full address of Branch offices _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____
6. Banker of Company/Firm/Agency _____
(Full Address) _____
(Attach certified copy of statement _____
of A/c for the last three years) _____
Telephone Number of Banker _____
7. PAN/GIR No. _____
(Attach attested copy)
8. GST Registration No. _____
(Attach attested copy)
9. E.P.F. registration Number _____
(Attach attested copy)
10. E.S.I. Registration Number _____
(Attach attested copy)
12. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years.
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2017-18		
2018-19		
2019-20		

13. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (in Lakhs)	Duration of Contract	
				From	To
1.					
2.					
3.					

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Name: _____

Seal: _____

Date:

Place:

DECLARATION

1. _____ Son/Daughter/Wife of Shri ----- signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender including Contract Agreement (Annexure A) and undertake to abide by them:

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

FORM – 2
FINANCIAL BID

<u>Item Rate BoQ</u>							
Tender Inviting Authority: Director, THDC Institute of Hydropower Engineering and technology							
Name of Work: FOR SUPPLY OF MANPOWER (Semi-skilled and unskilled)							
Contract No: THDC-IHET/MANPOWER SUPPLY/2021/01							
Name of the Bidder/ Bidding Firm/ Company :							
Manpower Description		Plumber for Institute Building (Semi Skilled)	Driver for Institute vehicle (Semi Skilled)	Gardener (Mali) for Institute campus (Unskilled)	Sweeper for Institute campus (Unskilled)	Attendant for office work in Institute campus (Unskilled)	Guard for Institute and Hostels in Day & Night Duty (Unskilled)
1.1	Minimum Monthly wages rate as per Department of Labour, Government of Uttarakhand. (In Rs)	8788	8788	8213	8213	8213	8213
1.2	Employees Provident Fund @13%	1142.44	1142.44	1067.69	1067.69	1067.69	1067.69
1.3	Employees State Insurance @3.25%	285.61	285.61	266.92	266.92	266.92	266.92
1.4	Monthly Variable Dearness Allowance (VDA) as per Department of Labour, Government of Uttarakhand. (Rs 560/- per worker)	560	560	560	560	560	560
1.	Total Amount per manpower (1.1 +1.2 + 1.3+1.4)	10776.05	10776.05	10107.61	10107.61	10107.61	10107.61
2.1	No. of Manpower	01	01	03	04	05	09
2.	Total Amount (2 + 2.1)	10776.1	10776.1	30322.8	40430.5	50538.1	90968.5
3.	Monthly cost of manpower	10776.1 + 10776.1 + 30322.8 + 40430.8 + 50538.1 + 90968.5 = 2,33,812.00/-					
4.	Contractor's Service Charges.....% of 2,33,812.00/-						
5.	Total Quoted Rate in Figures (Row 3+4)						
6.	Quoted Rate in Words						
Date:							
Place:							
Signature:							
Full Name: _____							
Notes:							
1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract.							
2. Goods & services Tax (GST) will be paid extra as applicable as prelaw/rules of Govt.							
3. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.							

CONTRACT AGREEMENT

(Agreement to be executed on Rs.100/- Non-judicial Court Stamp)

An agreement made this day of BETWEEN
 (hereinafter called the contractor or
 contracting agency which expression shall include his legal representatives) of the one part
 and the Director, THDC Institute of Hydropower Engineering and technology (herein after
 referred as "Institute" which shall also include any person authorized by the Director, THDC
 Institute of Hydropower Engineering and technology) of the other part and WHEREBY the
 contractor agrees to supply the Skilled/ Semi-skilled and Unskilled manpower to perform the
 work specified to them successfully on contract basis to Director, THDC Institute of
 Hydropower Engineering and technology as mentioned in the tender document under Office
 of Director, THDC Institute of Hydropower Engineering and technology, B.Puram 249124 as
 per details given below :

S.No.	Description of Manpower	Rate for single manpower including daily wages, EPF, ESI, Contractor services charges and VDA	GST	Total	Total No. of manpower being supplied	Total amount per month
1	Plumber for Institute Building (Semi Skilled)					
2	Driver for Institute vehicle (Semi Skilled)					
3	Gardener (Mali) for Institute campus (Unskilled)					
4	Sweeper for Institute campus (Unskilled)					
5	Attendant for office work in Institute campus (Unskilled)					
6	Guard for Institute and Hostels in Day & Night Duty (Unskilled)					

and on the terms and conditions hereinafter mentioned viz. :-

- (a) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Director, THDC Institute of Hydropower Engineering and technology or any person authorized

shall accrue/arise implicitly or explicitly.

- (b) That the number of Semi-skilled and Unskilled manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. Institute will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
- (c) That this Contract shall remain valid for a period of 11 month w.e.f..... However the Director, THDC Institute of Hydropower Engineering and technology or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (d) that the Director, THDC Institute of Hydropower Engineering and technology or a person authorized by him shall have full power to reject the contract for semi-skilled and unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document
- (e) Director, THDC Institute of Hydropower Engineering and technology or a person authorized by him reserves the right to
 - (i) Terminate this contract by giving notice of one months in advance any time during the contract.
 - (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - (iii) To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- (f) That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (g) if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Director, THDC Institute of Hydropower Engineering and technology or a person authorized by him may on behalf of the Institute terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- (h) if any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the Director, THDC Institute of Hydropower Engineering and technology or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (i) The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.
- (j) The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Director, THDC Institute of Hydropower Engineering and technology or a person authorized by him.
- (k) That the contractor shall keep the Director, THDC Institute of Hydropower Engineering and technology or any person authorized by him indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case Director, THDC Institute of

Hydropower Engineering and technology or any person authorized by him is made party and is supposed to contest the case, the Director, THDC Institute of Hydropower Engineering and technology or any person authorized by him will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to Director, THDC Institute of Hydropower Engineering and technology or any person authorized by him on demand. Further, the contractor will ensure that no financial or any other liability comes on Director, THDC Institute of Hydropower Engineering and technology or any person authorized by him in this respect of any nature whatsoever and shall keep Director, THDC Institute of Hydropower Engineering and technology or any person authorized by him indemnified in this respect.

- (l) That the contractor shall further keep the Director, THDC Institute of Hydropower Engineering and technology or any person authorized by him indemnified against any loss to the Director, THDC Institute of Hydropower Engineering and technology or any person authorised by him property and assets. The Director, THDC Institute of Hydropower Engineering and technology or any person authorised by him shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (m) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
- (n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the Office of Director, THDC Institute of Hydropower Engineering and technology or Patent Office on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
- (o) The Institute shall not provide any land/space/building for contractor's office or labour residences. The contractor shall make his own arrangement for the above at his own cost.
- (p) The number of manpower may be increased or decreased at the option/ requirement of the Institute from time to time.
- (q) The contractor shall pay the minimum rate of wages to manpower as per Department of Labour, Government of Uttarakhand.
- (r) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

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

Signed by the said contracting agency in the presence of: -
1st Witness Address

2nd Witness Address

Signed for and on behalf of the Director, THDC Institute of Hydropower Engineering and technology in the presence of: -

1st Witness
Address

2nd Witness
Address