<u>CSIR- NORTH EAST INSTITUTE OF SCIENCE AND TECHNOLOGY</u> Jorhat -785 006, Assam.



An ISO 9001: 2008 Certified Organization

NOTICE INVITING TENDERS



Date: 01.06.2016

ADVT. NO.- D-33023/5/16-Gen

Sealed offers in two bids are invited from reputed Registered Contractors holding valid licence under Contract Labour (Regulation & Abolition) Act 1970 for providing **Skilled/Semi-skilled/Unskilled workers as per the minimum wages prescribed as per requirement at CSIR-North East Institute of Science and Technology, Jorhat (CSIR-NEIST)** having experience of executing such type of work in any Govt. (Central/State), Semi-Govt. Public Sector Undertakings, CSIR Labs. /Instts. The tender papers with detailed terms and conditions may be obtained from the office of the Section Officer (G) on payment of Rs. 500.00 (Rupees five hundred only) (Non-refundable) in Cash counter of the Institute on working days from the date of publication of the Advertisements till 13.06.2016. In case tender papers are downloaded from web-site, an amount of Rs. 500.00 (Rupees five hundred only) (Non-refundable) to be paid by Demand Draft drawn in favour of Director, CSIR-NEIST, Jorhat along with the tender towards the cost of tender papers without which tender will be invalid.

The sealed offer accompanied by Earnest Money Deposit of **Rs. 4,45,000**/- for providing Skilled/Semi-skilled/Unskilled manpower for various work in the form of A/C payee Demand Draft from scheduled Bank drawn in favor of the **Director**, **CSIR-North-East Institute of Science and Technology(CSIR-NEIST)**, **Jorhat**, **Assam** payable at Jorhat in a separate envelope duly super scribed or e-payment directly to the NEIST Bank Account {Bank details (1) Name of the Bank – State Bank of India (2) Branch – RRL Jorhat Branch (3) Place – Jorhat (4) IFSC Code SBIN0005604 (5) MICR Code – 785002007 (6) NEIST Account – DIRECTOR, NEIST (7) Account No. 00000030266871392} and submit the proof of the deposit for the tender on or before **14.06.2016 up to 01.30 P.M. in the Security Office at Gate No. 2, CSIR-NEIST, Jorhat. It shall be opened on same day at 3.30 p.m. in presence of the Tenderers**, if any. However, in case of any unavoidable circumstances, the opening of tenders may deferred to a later date with information to the tenderers present on that day.

The Director, North East Institute of Science and Technology, Jorhat reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons there of.

ADMINISTRATIVE OFFICER



INVITATION OF TENDER

Sealed Tenders (two bid system) are invited from well-established reputed firms having requisite experience in the relevant field for providing manpower services on outsourcing basis initially for a period of **02 (two) years** in NEIST, Jorhat.

The contract is extendable at the discretion of the Director, NEIST Jorhat subject to requirement and performance of the selected firm.

1. <u>FEE FOR TENDER DOCUMENT:</u>

The cost of tender documents is Rs.500/- (Rupees Five hundred) only. This shall be paid in the form of a Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of "Director, CSIR-NEIST, Jorhat" payable at Jorhat, Assam.

This cost is non-refundable and shall be submitted along with the technical bid of the tender document.

2. ESTIMATED ANNUAL TURNOVER (based on previous year)

Approximate annual turnover shall be Rs. 2,25,00,000 /-.

3. <u>EARNEST MONEY DEPOSIT</u>

The Tenderers should deposit EMD of **Rs. 4, 45,000**/- for providing Skilled/Semiskilled/Unskilled manpower for various work in the form of Demand Draft of Scheduled Bank drawn in favour of Director, CSIR-NEIST, Jorhat along with the quotation which will be refunded to the unsuccessful bidder.

The Quotations will be **received up to 1.30 P.M. on 14.06.2016** and will be opened on the same day **at 3.30 P.M**. in presence of bidders, if any.

However, the date of opening of tender may be deferred in case of administrative exigencies and the same will be intimated to the tenderers.

The successful bidder must deposit **Rs 22,20,000/-** for providing Skilled/Semi-skilled/Unskilled manpower for various works as Security money in the form of A/C payee Demand Draft drawn in favor of Director, CSIR-NEIST, Jorhat separately for the contract on receipt of Preliminary work order, after which final work order shall be issued to the successful bidder. In place of Security deposit of Rs. 22, 20,000/-, a Performance Bank Guarantee of the same amount covering the period of contract may also be acceptable from any scheduled Bank.

4. SUBMISSION AND EVALUATION OF BID

The bidder has to submit two separate sealed envelopes, one marked Technical Bid (Annexure "I") and the other marked Financial Bid (Annexure –II). These two are to be enclosed in one sealed envelope and submitted. The Technical bid envelope and financial bid envelope shall contain all the documents including relevant Annexure duly filled as specified in the tender document.

The Technical bid envelope which will contain the details given under eligibility criteria above will be opened first and evaluated for qualification. The envelope must be super scribed as TECHNICAL BID on the cover. Thereafter, the Financial bid envelope will be opened of only those who qualify in the Technical bid original DD, as the case may be, should also be enclosed along with documents. The original DD for EMD should also be enclosed in the technical bid.

The Financial bid envelope shall be filled up in the format given at **Annexure II.** The sealed envelope must be super scribed as FINANCIAL BID on the cover.

5. GENERAL TERMS AND CONDITIONS:

1. The duration of the contract for providing Skilled/Semi-skilled/Unskilled manpower for various works is for a period of **02 (two)** years from the date of commencement of work which may be extended for a further period on the same rates, terms and conditions depending upon the satisfactory performance and approval of the competent authority. The contract can also be terminated prematurely without payment of any compensation whatsoever other than the dues under the agreement by serving one month's written notice to do so. The Director, CSIR-North-East Institute of Science & Technology, Jorhat will have the sole discretion to extend or terminate the contract at any time without assigning any reason.

2. The tenderer must ensure that wages to the workers against the contract should not be less than the minimum wages as per the Minimum Wages Act. 1948 amended from time to time. Payment of wages to the workers must be disbursed in presence of NEIST's representative(s) latest by 7th day of the subsequent month without waiting for his bill to be cleared/paid by the laboratory. However, the contractor shall ensure that all his workers are paid by e-payment after the completion of the first quarter. No payment in cash shall be made by the contractor to his workers engaged for the above mentioned work after 01 months of the start of work.

3. The persons employed through the Contractor for all purposes are the employees of the Contractor and cannot claim employment and other benefits from CSIR. The persons provided by the Contractor should be physically fit and healthy and below the age of 50 years.

4. That contractor/tenderer shall submit details such as names, parentage, residential address, age etc. of the persons provided by him in the premises of the Lab./Instt./CSIR for the purpose of proper identification of the employees of the contractor engaged for providing manpower for various works at CSIR-NEIST,Jorhat. Identity cards bearing their photographs/identification, etc. should be issued to all contract workers deployed at CSIR-NEIST, Jorhat while on duty. The Uniforms would be supplied by the Contractor at his own cost to the persons deployed for this work.

5. The contractor should obtain a valid licence under the Contract Labour(R&A) Act. 1970. The contractor shall also maintain all statutory records as may be required from time to time under the said Act and furnish the same for verification by the Employer/Labour Authority as and when required. He shall have a valid licence before commencement of work, and continue to have the same till completion of the contract. The Contractor shall also abide by the provisions of the child Labour (Prohibition and Regulation) Act, 1986.

6. That the contractor shall at his own cost, if required take necessary insurance cover in respect of the workers provided by him and such insurance shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act. 1970; Employees State Insurance Act; Workman's compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund(and

Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act. 1948; Employer's Liability Act.1938; Employment of Children Act. 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expenses arising out from the non compliance of the aforesaid statutory provision. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.

7. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR Lab./Instt. and in their respective names before submitting the bill for the subsequent month. The amount should be deposited individually and should not be mixed up with any other contract. The reimbursement shall be as per actual deposits of amount. In case, the Contractor fails to do so the amount towards ESI & EPF contribution will be withheld till submission of required documents.

8. It should be ensured that no worker deployed by earlier Contractor at NEIST, Jorhat is redeployed and to submit an undertaking to the effect that no worker deployed by earlier contractor is re-deployed.

9. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour laws including the provisions of Contract Labour (Regulation and Abolition) Act. 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.

10. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.

11. The workers deployed by the contractor should possess identity card certified by proper signatory of CSIR-NEIST, Jorhat. Attested photographs (02 nos.) of the workers shall be submitted to CSIR-NEIST for identification at the time of disbursement of wages which must be witnessed by the Officer-in-charge, CSIR-NEIST, Jorhat.

12. At any time during the continuation of the contract, if it is observed that the contractor is not complying with the provisions of the contract or other provisions of various Labour and other Acts. applicable, the contract may be terminated by the Director, CSIR-North-East Institute of Science and Technology, Jorhat by giving one month notice.

13. The contractor shall give the permanent Income Tax number for deduction of Income Tax at the prevailing rate on the total value of payment to be deposited with Income Tax Department, Jorhat.

14. The contract agreement is to be signed by the contractor in stamped paper which will be taken as the date of commencement of the work.

15. The Director, CSIR-NEIST, Jorhat does not bind himself to accept the lowest tender or any tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the tenderer shall be bound to comply with the same at the rates quoted.

16. Canvassing in any forms in connection with the tender is prohibited and the tenders submitted by the contractor(s) who resort to canvassing are liable for rejection.

17. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.

18. The tenderer shall quote rate both in figures and words. He shall also work out the amount for each item of work and write in both figures and words on check if there are any difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him the following procedure shall be followed:

- i) When the amount of an item is not worked out by the tenderer or if does not corresponds with the rate written either in figures or in word, the rates quoted by the tenderer in words shall be taken as correct.
- ii) When the rate quoted by the tenderer in figures and in words tallied but the amount is not worked out correctly, the rate quoted by the tenderer shall be taken as correct and not the amount.

19. The tenderer should see the area/location and no claim whatsoever will be entertained for any alleged ignorance thereof.

20. The Security money will be forfeited if the contractor fails to execute the agreement as per the letter of award.

21. Except writing rates and amount the tenderer should not write any conditions or make any charges, additions alterations and modifications in the tender which may result in cancellation of the tender. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.

22. The Earnest Money amounting to **Rs. 4, 45,000/-** for providing Skilled/Semi-skilled/Unskilled manpower for various works, in the form of a Demand Draft from any schedule Bank and drawn in favor of Director, CSIR- North-East Institute of Science and Technology, Jorhat 785006 and payable at Jorhat should accompany the tender. Tenders received without earnest money will be rejected.

23. The tenders should be submitted in a sealed cover super scribed with the name of the works NIT, date and time of opening written on the envelope and the draft for EMD only has to be submitted in a separate envelope with the same information super scribed on the top of the envelope. The tenders will be received up to 1.30 p.m. of 14.06.2016 and will be opened at 3.30 p.m. on the same day in the Security Office at Gate No.2, CSIR-NEIST, Jorhat. Tenders should be dropped in the tender box kept in Security Office at Gate No.2, CSIR-NEIST, Jorhat meant for Administration before the closing date and time indicated. In case these are sent by post, these should be sent by Regd. Post/Speed Post addressed to the Administrative officer, CSIR-NEIST, Jorhat 785006, Assam. The tenderers are to ensure that they post the tender well in advance so as

to reach before the closing date and time indicated. Delay/Receipt of tenders due to postal delay will not be entertained.

24. The Tender/Tenderers shall declare in writing that neither he/she nor any of them in any way related to any Technical Officer or any officer of the rank of the Under Secy. or above in the Council or in the Laboratory/Instt. where the work is to be carried out.

25. The Contractors/Bidders should certify that there are no any legal proceedings/disputes against him in any court of law and the Contractor or his agency is not black listed either by Central Govt., State Govt. or by any public/private organization.

26. Income tax or any other tax in whatsoever form in respect of this contract will be deducted from the contractor's and remitted.

27. Tenderers should submit the details of their registrations, particulars of evidence of supplying Personnel to any organizations earlier.

28. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

29. The personnel so deployed under this contract through the contractor cannot claim regularization and other benefits of pay and allowances from CSIR.

30. Tenderers must submit satisfactory work completion certificate of the contract carried out at NEIST if any.

31. The bidders must submit the **Registration Certificate** (Photocopy) along with the Tenders, without which tenders will be **invalid**.

32. The tender should be accompanied by **tender papers cost** Rs **500.00** And **EMD of Rs 4**, **45,000**/- for providing Skilled/Semi-skilled/Unskilled manpower for various work, in the absence of above the tenders will be summarily **rejected**.

<u>6. MANDATORY DOCUMENTS TO BE SUBMITTED</u>

The bidders are required to submit the following self certified copy of documents along with the Technical bid. The documents are:

- 1. Certificate of Registration of firm or Partnership.
- 2. Proof of office address (telephone bill, electricity bill etc.)
- 3. Labour License from the concerned authority for at least 100 workers for similar type of job.
- 4. Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of A/C) The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.
- 5. PAN Card.
- 6. Service Tax Registration Number with 3 month deposit challan.
- 7. Provident Fund Registration Number with 3 month deposit challan.
- 8. ESI Registration Number with 3 month deposit challan.
- 9. Annual Turnover Certificate of last 3 (three) duly certified by the Chartered Accountants.

- 10. IT Return and Audited Balance Sheet of the last 3 years.
- 11. Non-relation certificate with the employees of CSIR-NEIST, Jorhat.
- 12. Not blacklisted certificate as mentioned earlier in the form of affidavit.
- 13. An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Manpower Outsourcing Agency will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of contract.
- 14. List of all existing clients.
- 15. Satisfactory performance certificate of the current period from all existing clients as per list in Sl. No. 14) above.

<u>7.FORMAT OF TECHNICAL BID</u> <u>ANNEXURE –I</u>

(To be submitted on letterhead of the firm as per serial no./details mentioned below)

To: The Director, CSIR- NEIST, Jorhat, Assam

Sub: Submission of technical bid for providing Skilled/Semi-skilled/Unskilled manpower services on outsourcing basis.

Ref: Your tender no. D-33023/5/16-Gen.....dated June 2016

Sir,

With response to your tender mentioned above, the technical bid of our firm to provide the manpower service on outsourcing basis at NEIST, Jorhat is submitted herewith along with the following mandatory documents as mentioned in the tender documents.

SI. No			WHETHER SUBMITTED (TICK YES/NO)		RELEVANT DETAILS	REMARKS
01.	Tender Document fee	YES	NO	11	DD NO: Date: Bank Name: Amount: In favour of : Director, NEIST, Jorhat	

02.	Earnest Money Deposit (EMD)	YES	NO	12	DD NO: Date: Bank Name: Amount: In favour of : Director, NEIST, Jorhat	
03.	Experience of Manpower Outsourcing Agency for not less than 3 (three) years in the field	YES	NO	13		
04.	The List of all the existing clients	YES	NO	14		
05.	Non-relation certificate with CSIR-NEIST, Jorhat	YES	NO	15		
06.	Certificate of Registration of firms or Partnership	YES	NO	16		
07.	Proof of office address (telephone bill, electricity bill etc.)	YES	NO	17		
08.	Labour licence for 100 workers issued by the concerned authority	YES	NO	18		
09.	Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of A/C). The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.	YES	NO	19		
10.	PAN Card	YES	NO	20		
11.	Service Tax Registration Number with last three month deposit challan of the existing contract or already concluded contract.	YES	NO	21		
12.	ProvidentFundRegistrationNumber withlastthreechallanoftheexistingcontractoralreadyconcluded contract.	YES	NO	22		
13.	ESI Registration Number with last three month deposit challan of the existing contract or already concluded contract.	YES	NO	23		
15.	Average annual financial turnover during the last 3	YES	NO			

	(three) years ending 31 st March of the previous financial year should be at least 30% of the estimated cost (Copies of Annual Turnover Certificate duly certified by a Chartered Accountant to be enclosed).			24	
16.	Income Tax Return and Audited Balance Sheet of the last 3 years.	YES	NO	25	
17.	Not blacklisted certificate as mentioned earlier in the form of affidavit	YES	NO	26	
18.	An Undertaking by the agency for Accceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the agency/services provider will be fully liable for all statutory obligations to the principal employer and for all obligations during and after the period of Contract.	YES	NO	27	
19.	Detail address of Jorhat office including,Contact Phone, Fax, Mobile, e-mail id etc.	YES	NO	28	

Thanking You,

Yours faithfully.

Signature of authorized signatory

Date :

(Seal of the firm)

Tender Document fee

TENDER FOR THE WORK: Providing Skilled/Semi-skilled/Unskilled manpower at CSIR-NEIST, Jorhat.

Tender de	ocume	nt fee	For			(Rupees)
deposited	in	the	form	of	Demand	Draft	No		dated
			drawn on				in favour c	of Director, CSIR-North-	East Institute
of	S	cience		aı	nd	Tech	nology,	Jorhat	785006.

Earnest Money Deposit (EMD) INFORMATION

TENDER FOR THE WOK: Providing Skilled/Semi-skilled/Unskilled manpower at CSIR-NEIST, Jorhat

 Earnest Money For `._____ (Rupees______) deposited

 in the form of Demand Draft No.______ dated _____ drawn

 on_______ in favour of Director, CSIR-North-East Institute of Science and Technology,

 Jorhat-785006.

EXPERIENCE OF MANPOWER OUTSOURCING AGENCY FOR NOT LESS THAN 5 (FIVE) YEARS IN THE FIELD.

(Give list of the works completed satisfactorily in last 5 years which were near to tender the value for which tender is being submitted by the Contractor)

LIST OF EXISTING CLIENT ALONG WITH ORDER COPY OF PRESENT WORK

Sl No.	Name of the Work	Location/ Place	Name of Organization	Value of Contract Annual
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

List of work done, certificate for satisfactory completion of works given above enclosed.

Signature of the Tenderer

No relation certificate with any CSIR-NEIST, Jorhat employee

<u>Certificate of Registration of firms or Partnership and power of attorney (if applicable)</u>

(The Contractor shall fill this and enclose it with original copy of tender in case of holding power of attorney along with copy of registration)

NAME OF THE WORK - Providing Skilled/Semi-skilled/Unskilled manpower at CSIR-NEIST, Jorhat.

1. Name of the Contractor -2. Firm of the Contractor 3. The Telephone No.(Official) 4. Official address 5. Residential address If the firm limited - Yes/No. -Give the name and address of the Partners -Name Address ----a) b) Partnership deed during the Bankers power of attorney Please enclose with tender

M/s.

Enclose attested copy/

Original power of attorney

Proof of office address (telephone bill, electricity bill etc.)

Attach photo copies with duly attested by the contractor

LABOUR LICENCE

THE ORGANISATION REGISTERED WITH CENTRAL LABOUR COMMISSIONER OF THE LABOUR COMMISSIONER OF THE JURISDICTION UNDER CENTRAL LABOUR ACT FOR 100 WORKERS WITH THE

-

FULL PARTICULARS AS PER NIT CONDITION

a)	Registered with -
b)	Registration No
c)	Finance and other limit - up to which registered
d)	Bank guarantee etc. in detail

e) Registered for deployment of

Signature of the Tenderer

Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of A/C). The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.

PAN Card

Attach photo copies duly attested by the contractor

SERVICE TAX REGISTRATION NUMBER

Attach photo copies attested by the contractor

PROVIDENT FUND REGISTRATION NUMBER

Attach photo copies duly attested by the contractor with last three months deposit challan of the existing contract or already concluded contract (wherever applicable)

ESI REGISTRATION NUMBER

Attach photo copies duly attested by the contractor with last three with last three month deposit challan of the existing contract or already concluded contract (wherever applicable)

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 60% of the estimated cost (Copies of Annual Turnover Certificate duly certified by a Chartered Accountant to be enclosed).

INCOME TAX RETURN AND AUDITED BALANCE SHEET OF THE LAST 3 (THREE) YEARS

NOT BLACKLISTED CERTIFICATE AS MENTIONED IN THE FORM OF AN AFFIDAVIT

An Undertaking by the agency for Accceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the agency/services provider will be fully liable for all statutory obligations to the principal employer and for all obligations during and after the period of Contract.

DETAIL ADDRESS OF JORHAT OFFICE INCLUDING CONTACT PHONE, FAX, MOBILE, E-MAIL ID ETC.

8.FORMAT OF FINANCIAL BID <u>ANNEXURE –II</u> (To be submitted on letterhead of the firm)

NAME OF THE WORK - Providing Skilled/Semi-skilled/Unskilled manpower at CSIR-NEIST, Jorhat.

SCHEDULE OF RATES

Minimum wages per person as per the Central Govt./State Govt. circular (whichever is higher)

SI No.	Particulars of payment of Skilled/Semi- skilled/Unskilled workers	Skilled workers per person/per month (30 Days)	Semi-skilled workers per person/per month (30 Days)	Unskilled workers per person/per month (30 Days)
1	Minimum wages per person as per GOI circular			
2	EPF Contribution @13.36%			
3	ESI @ 4.75%			
4	Service Tax @14.50%			
5	Administrative Charge in fixed lump sum per person per month for managing statutory obligations (Please do not quote in percentage)			
6	Amount (in `.)			
	Total Amount (in figure)			
I	Total amount (in Words)			

Note

Statutory taxes like "Service Tax" which will be deducted from the Total Payable as per existing instructions on the subject and any amount will be reimbursed to the Contractor only when the Paid Voucher of the same accompany the Bill.

Income Tax will be deducted as per prevailing rate from the Total Payable amount of the Contractor.

The Contractor shall be responsible for depositing all statutory liabilities like EPF, ESI and they shall be reimbursed on actual upon production of proof.

Rate quoted per person per month should be inclusive of all statutory requirement as per the Minimum Wages Act of 1948 and in accordance with statutory provisions and requirements laid

down by all labour Acts applicable or any other statutory requirement in force at the applicable time.

1. The wages of the works supplied under the various categories Skilled/Semiskilled/Unskilled would be as per the prescribed minimum wages of the state/Central whichever is highest.

2. The Contractor shall be responsible for fulfilling all statutory obligations like EPF & ESI and would submit proof of having deposited the same for claiming reimbursement which would be done on actual.

3. The Contractor shall be paid a fixed amount as administrative charges for maintaining & fulfilling the statutory obligations. Nothing else shall be payable.

4. The wages shall be revised as per the revision of the min. wages as notified from time to time, but the administrative charge payable to the contractor shall remain fixed for the entire period of the contract.

5. Service Tax, In-come Tax shall be applicable as per the prevalent rates.

6. The contractor will have to provide unskilled/ Semi-skilled/Skilled workers during as and when required for official function and other official works on short notice for specified period in addition to the manpower provided on monthly basis.

Name of the Contractor	
Signature of the contractor	
Date	

9. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a contract with "NEIST Jorhat" within 7 (seven) days of the award of the contract or within such extended time period as may be specified.

The contract will be for a period of 2 (two) years which will be in force w.e.f the date of award of contract. The contract may be extended for further periods depending upon the requirement and performance of the Manpower Outsourcing Agency and same will be purely on discretion of the Director, NEIST Jorhat.

The Manpower Outsourcing Agency shall start providing their services within 7 (seven) days of the signing of the contract.

10. PENALTY FOR NON-PERFORMANCE OF THE CONTRACT

There will be a levy of an appropriate penalty upon the Manpower Outsourcing Agency for non-performance of the contract and violation of any terms and conditions of the contract. The extent and amount of penalty will be decided by the Director, NEIST Jorhat which will be binding upon the bidder.

<u>11. PAYMENT TERMS</u>

The Manpower Outsourcing Agency will raise invoice in triplicate in respect of a particular month in the subsequent month to the attention of the following:

The Director, NEIST Jorhat. 785006.

The payment will normally be released within 7 (seven) days from the date of receipt of invoice after statutory deductions at source.

On the basis of duly certified attendance sheets by NEIST Jorhat, the Manpower Outsourcing Agency will first release salary of their deployed staff and then raise the invoice for payment. While raising their invoice for payment the Manpower Outsourcing Agency must attach a copy of the following documents along the invoice:

- a) Proof of salary payment details of deployed staff.
- b) Duly certified attendance sheets collected from NEIST Jorhat for that particular month.
- c) Documentary evidence from PF, ESI, SERVICE Tax authorities regarding deposit of PF, ESI and Service Tax of the previous month against the name of deployed staff.

If the Manpower Outsourcing Agency has failed to submit the above mentioned documents or has submitted any false documents/wrong information with the invoice the payment may get delayed/withheld.