



Providing Human power to IITTM Gwalior on Outsource Basis

Tender No. : IITTM/ Manpower/2018/Accounts

Tender Date : 01.03.2018

Last Date of submission : 22.03.2018 upto 3.00 PM

Opening of Tender : 22.03.2018 upto 3.30 PM

**Indian Institute of Tourism and Travel Management, Govindpuri,
Gwalior -4740 11 (MP)**

Tel.: 0751-2344056, email : iittm.ac.in

Tender Fees : Rs.1000/-

Sealed tenders are hereby invited from reputed service providers/firms for ***Providing Manpower to IITTM Gwalior on Outsource basis*** as per the terms and conditions laid down in the tender document. The tender Document can be downloaded from IITTM website www.iittm.ac.in from 01.03.2018 onwards. The agency should attach the tender document fee of Rs. 1000/- (Rupees One Thousand only) through Pay Order/ Demand Draft in favour of the Director IITTM payable at Gwalior alongwith the completed tender document. For details of tender document etc, please visit institute's website www.iittm.ac.in

**Director
IITTM, Govindpuri,
Gwalior (MP)**



TENDER FOR PROVIDING HUMAN-POWER ON OUTSOURCE STAFF

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TENDER DOCUMENT

The engagement of an agency for providing man-power on outsource basis for IITTM Gwalior:-

Sealed tenders are invited on behalf of the Director IITTM Gwalior from reputed and registered service providers/firms/agencies for providing manpower to the IITTM Gwalior on outsource basis depending on the requirement from time to time as per terms and conditions laid down in the Tender Document. The services of manpower agency would be required initially for a period of one year, extendable further for another 1 year subject to satisfactory performance of the contracted firm.

Eligibility Criteria: - The agency should meet the following criteria for evaluation of bids:-

- 1)** Service Providers having experience of minimum five years of supplying manpower services to Ministries/Govt. Departments/Govt. Institutes/ PSU's/ Corporate Sector/ Autonomous Bodies, of at least 20 persons. A certificate of successful completion/running of the contract, from the existing/previous clients showing the proof of providing of manpower of at least 20 persons must be enclosed.
- 2)** Must be registered with EPF/ESI/ Service Tax Authorities. Registration certificate from appropriate authorities must be enclosed with the technical bid.
- 3)** Minimum average annual turnover of Rs. 10 Lakhs during each of the last three years for the manpower supply services.
- 4)** The agency should not have been blacklisted by any Govt./Autonomous/PS Organization etc. The Agency must enclose declaration to this effect at the time of submission of bid as per format provided alongwith Tender Document.
- 5)** The Tenderer should sign on each page of the Tender Document and affix the Official Seal/Stamp below each signature.

Opening of Tender:

1. First, envelope containing EMD shall be opened.
2. Second, the technical bids of those bidders shall be opened whose EMD is found in order.
3. Third, Price bid of technically qualified bidders will be opened later on.
4. The date and time of opening of Price Bid shall be informed to technically qualified bidders only.



GENERAL INSTRUCTION FOR TENDER

Technical Bid:

Technical bid is to be submitted in a sealed cover super scribing “Technical bids for providing manpower on outsource basis to IITTM Gwalior”. The envelope must contain the following:

- i) Required formats.
- ii) Tender fee of Rs.1000/- by demand draft/ Pay Order drawn in favour of “Director IITTM” payable at Gwalior.
- iii) EMD of Rs.80,000/- by demand draft/ Pay Order drawn in favour of “Director IITTM” payable at Gwalior.

Financial Bid:

The financial bid is to be submitted in a sealed cover super scribing “Financial bid for providing of manpower on outsource basis at IITTM Gwalior”.

- i) The rates should be quoted in the prescribed format of financial bid.
- ii) Overwriting or erasing in the bid document shall render the same invalid
- iii) The financial bid shall be valid for a period of not less than 180 days after the deadline for submission of bids.

Submission and Evaluation of Bids:

- i) The technical bids and financial bids are to be submitted in separate sealed covers. Both these sealed covers may then be put inside a bigger sealed cover super scribing “Bid for providing man power to IITTM Gwalior on outsource basis ” and submitted to the Director, Indian Institute of Tourism and Travel Management, Govindpuri, Gwalior. The last date and time of receipt of the offer is up to 3.00 PM on 22.03.2018. The technical bid shall be opened at 3.30 PM on 22.03.2018. The bids received after the due date and time will not be considered. If the last date happens to be a holiday, tender will be opened on the next working day at the same time.
- ii) The technical bids would be evaluated by a Committee. The bids which do not contain the information as desired in the tender or are not supported by necessary documents including bid security/tender fee will be treated as non-responsive and will not be evaluated. Only those bids will be evaluated which are determined to be substantially responsive and meet the requirements set forth by the Institute.
- iii) Only the technically responsive bids recommended as qualified by the Committee would be intimated about the date and time for opening of financial bids. The financial bids of only the technically qualified responsive bids would then be opened.



DETAILS OF MANPOWER REQUIRED:

Tentative requirement of manpower is as per Annexure- I.

Terms & conditions

EMOLUMENTS:

The remuneration to be paid to the manpower shall be decided in consultation with IITTM Gwalior.

The Agency will make payment to its staff on a monthly basis by the 7th of each month in the individual accounts of the outsourcing staff or by **digital mode payment**. The Agency will submit the invoice/claim to the institute on a monthly basis duly supported by proof of disbursement of salary to its staff, in triplicate for payment. The payment to the Agency shall be released within 15 days from the date of receipt of invoice provided the claim of the Agency is found to be in order from all angles. The Income Tax deducted at source and such other taxes /levies as are required by law to be deducted shall be deducted from the charges payable to the Agency. The Agency shall furnish details of disbursement made to the staff indicating the amount of remuneration received from the IITTM Gwalior against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month. The proof of payment of statutory obligations such as ESI, EPF etc. any other applicable taxes must be furnished by the Agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.

Terms & conditions:

1. The manpower services provided by the contractor to the IITTM, Gwalior shall be initially for a period of one year from the date of award of contract and may be extended further subject to satisfactory performance and compliance of all terms and conditions of agreement. Subsequent extension will be at the sole discretion of the Director, IITTM Gwalior.
2. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by Director IITTM, Gwalior and decision of the Director, IITTM, Gwalior will be final in this regard. In case Director, IITTM, Gwalior in its discretion finds any deployed person as not desirable and not suitable for whatever reasons the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to the Director, IITTM, Gwalior. The contractor alone shall exercise the control over the personnel deputed and the personnel shall be governed by the rules and regulations of the contractor.



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3. That the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year to the Institute for information.



4. That it is further understood and agreed upon between the parties that any changes in the payment structure viz ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law, are recoverable from the service provider/IITTM within the said statutory provisions of law.
5. The contractor will have to deposit the proof of depositing its employee's contribution towards EPF/ESI etc. of each employee in every month.
6. That all the payments to be made for the services provided by the contractor, shall be made directly to the contractor who shall raise the bill accordingly on monthly basis. No payment shall be made directly to the personnel so deputed by the contractor.
7. The agency shall not charge any amount from its employees deployed for the institute.
8. The personnel shall be available for work on all office days from 9:30 a.m. to 6:00 p.m. However depending on the exigencies of work, the personnel may be required to work late beyond office hours or on holidays.
9. Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum remuneration and various other provisions for all its employees deputed for work in the IITTM, Gwalior.
10. IITTM, Gwalior shall have no liability, whatsoever, towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
11. Agency shall not sub-contract the services of personnel in the contract with IITTM.
12. IITTM, Gwalior reserves the right to award the contract/work in full or in part to any Agency and also terminate the contract/work at any stage if the performance of the concerned Agency is not found satisfactory.
13. Security deposit in the shape of Bank Guarantee/DD/Banker Cheque (pledged to Director, IITTM, payable at Gwalior @10% of Tendered value (including EMD) shall have to be deposited by the successful tenderer. The earnest money will be adjusted against Security Deposit. No interest shall be paid by the IITTM GWALIOR on earnest money or security deposit. The Performance Guarantee from nationalized Bank will be valid up to 3 months beyond the date of expiry of the contract.
14. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the IITTM, Gwalior shall have the right to claim the damages from the Agency.
15. The Contractor shall keep the Institute indemnified through a fidelity bond of Rs. 02.00 lacs issued by a reputed insurance company against any loss caused to the Institute by the employees deployed by the Contractor at various points. He shall be liable to pay for any loss caused to the Institute. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case Institute is also made a party and is required to contest the case, the cost, if any, of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Institute by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature falls on the Institute in this respect.



- 16.** The Institute shall have further full right to adjust or readjust or deduct any of the amounts as aforesaid, from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.
- 17.** The contractor shall be liable to meet all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Employees Provident Funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time, and or any other rule framed there under from time to time by the M.P State Government, and or any other authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor, shall include all such statutory liabilities and no excess amount shall be paid by IITTM Gwalior.
- 18.** It will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rules to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to IITTM Gwalior.
- 19.** That the first party i.e. IITTM, Gwalior, shall not be liable for any default on the part of the contractor, on his failure to fulfill the statutory requirements and the liability shall be of the contractor alone.
- 20.** That no accommodation, any other allowance, over and above the amount given to the personnel so employed shall be provided for by IITTM, Gwalior under this agreement. IITTM, Gwalior is at liberty to change this clause of agreement as and when needed.
- 21.** That the contractor shall be responsible for any loss or damage caused or suffered by IITTM Gwalior on any account of negligence of the personnel deployed by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of IITTM, Gwalior by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the institute's representative. The decision of the institute shall be treated as final in this regard after the said enquiry.
- 22.** That the bio-data of each personnel so provided for the outsourcing shall be supplied to IITTM, Gwalior along with a copy of police verification report on the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given by the contractor to the IITTM Gwalior.
- 23.** An attendance register shall be maintained by the IITTM Gwalior for all the personnel deputed by the contractor, who shall mark attendance daily at the beginning and at the end of completion of the duties in the IITTM Gwalior office and the payment shall be made to the contractor on the basis of the attendance register. The record of Attendance and leave at the end of month shall be forwarded to the agency and the agency would be responsible to keep record of their leave period



and the Agency will raise the bill after taking into account the leave/absence as per norms agreed upon.

- 24.** The persons provided 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 administration of the contractor and in no circumstances, a relationship of employer and employee between the said employee and the IITTM Gwalior shall accrue /arise implicitly or explicitly.
- 25.** It is further agreed upon that the personnel so employed by the contractor and deputed in IITTM Gwalior, shall have no right to employment against any post of the Institute (IITTM Gwalior). It is further agreed upon that their services are being taken on a purely on outsource basis in IITTM Gwalior and the institute reserves the right to do away with the agreement as and when so required without assigning any reasons.
- 26.** No wage / remuneration will be paid to any staff for the days of absence from duty.
- 27.** The service provider will provide photo identity cards to the persons employed by him and deployed in IITTM Gwalior.
- 28.** In case of any deficiency in services by the staff so deployed on outsource basis, provide lesser number of manpower then the minimum required or in the case of disobedience by the staff so deployed on duty, the Director or any other officer authorized by him/her shall be at liberty to impose penalty as may be deemed fit up to a maximum of Rs.1000/- for each such occasion after giving him an opportunity of being heard in person. The decision of the Director, IITTM Gwalior shall be final and binding on the contractor.
- 29.** Termination of the Contract :-The contract may be terminated in any of the following contingencies :
- a) By either party on giving notice in writing of 90 days to the other party (without assigning any reason).
- OR
- b) on the expiry of the contract period, without any notice ;
- OR
- b) on giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory or is not found to be in conformity with the general norms and the standard prescribed for the services;
- OR
- c) on assigning/ sub-letting of the whole contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person, without any notice ;
- OR
- d) on Contractor being declared insolvent by the competent Court of Law without any notice ;
- OR
- e) In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months notice to this effect. If



the Contractor does not give the requisite notice as mentioned, in advance, then his security deposit shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period; "Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period"

- 30.** In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or on account of any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Director, IITTM, Gwalior may further deem fit in public interest or revoke the contract, namely :
- a) Legal heirs, in case of sole proprietor
 - b) Next partners in the case of company or firm
 - c) Otherwise the Director, IITTM, Gwalior shall reserve the right to settle the matter according to the circumstances of the case, as deemed proper.
- 31.** No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.
- 32.** The Courts at Gwalior only shall have the jurisdiction for the purpose of this agreement.
- 33.** In the event of any dispute or difference arising out of or in any way touching or concerning this agreement, whatsoever (except the matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Director, IITTM, Gwalior or his nominee on mutual agreement of both the parties.
- 34.** The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, IITTM, Gwalior shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25.01.1996, shall deem to apply to such arbitration proceedings. The venue of the arbitration shall be decided by the Director, IITTM.
- 35.** The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by the IITTM, Gwalior etc.
- 36.** Director IITTM, Gwalior is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids.
- 37.** IITTM, Gwalior may fix one or more agency(s) on the same charges for the outsourcing of the manpower.
- 38.** The Agency will be held responsible to any illegal action by the deployed personnel. Their deployment will be in general shift only, and in exigencies round the clock in 3 shifts at the IITTM Gwalior. The Agency will provide to all deployed personnel



Identity Cards. The Agency will also ensure that engaged manpower maintains vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

39. In case of non-compliance/non-performance of the services according to the terms Of the contract, Director, IITTM, Gwalior shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
40. The Service Charges payable to the agency in providing the requisite manpower will be claimed as percentage of the total monthly wages payable to the manpower. In This regard, total monthly wages will be calculated on the basis of actual days of deployment of manpower during the month.
41. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by showing their arrival and departure time. The Agency shall submit to the Director, IITTM, Gwalior an attested photocopy of the attendance record and enclose the same with the monthly bill after verification from the attendance sheet to be maintained in IITTM, Gwalior every month.
42. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
43. The Agency shall ensure that the personnel deployed by it are disciplined and do Not participate in any activity prejudicial to the interest of the IITTM, Gwalior/ Govt.of India / any State or any Union Territory.
44. IITTM, Gwalior shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India, above the rates mentioned in the contract and derive statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
45. IITTM, Gwalior reserves the right to accept or reject any or all bids without assigning any reasons. IITTM, Gwalior, also reserves the right to reject any bid which in its opinion is non-responsive or violates any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
46. Canvassing in any form is strictly prohibited. The tenderers who are found canvassing in any form will be liable to have their tenders rejected out-rightly .
47. A spare/attested copy of bank scroll/bank challans with details as a proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this Institute alongwith the bill for wages for the next month. **Separate EPF/ESI Challans to be filed for the workers deployed in IITTM, Gwalior and no clubbing with any other organization/institute will be entertained.**
48. All prices shall be inclusive of all taxes/ duties as applicable for the present. Service Tax applicable will be paid extra on production of valid documentary evidence. Tenderer may submit the tax / duty structure in operation while quoting the rates.



The PF/ESI & service tax charges will be reimbursed on production of proof of payment.

Tentative requirement of manpower

Annexure-I

S.No.	Name of the Post	Indicative Requirement
1.	Office Assistant, Skilled	02
2.	Stenographer, Skilled	01
3.	Hostel Attendant & Attendant (Boy), Un-Skilled	07
4.	Hostel Attendant (Girl) Un-Skilled	02
5.	Mali/Gardner, Un Skilled	15
6.	Driver, Skilled	01
7.	Computer Data operator, Skilled	01
8.	Telephone operator, Skilled	01
9.	Electrician, Skilled	01
	Total	31



Annexure II

TECHNICAL BID PROFORMA FOR EVALUATION OF TECHNICAL PROFORMANCE OF THE TENDERING FIRM/PERSON

1 Name of the Organization/Firm, Location of Head Office with complete address with Telephone/Fax Nos., if any.

2 Nature of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/Partnership/Cooperative Society etc.) Documentary proof, if any is attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender to be attached)

3 Does the firm have experience of minimum three years of supplying manpower services to Ministries/Govt. Departments / Govt. Institutes /PSU's/ Corporate Sector/ Autonomous Bodies with a manpower of at least 40 persons etc.,?If yes, the name of the Organization(s) along with a certificate certifying that the applicant firm has executed the contract satisfactorily, where at least 40 or more than 40 persons were deployed.

Yes/No

4 Total annual turnover (Minimum average annual turnover of Rs.10 Lakhs during the last three each years through manpower supply services .(Proof Attached)

Yes/No

5 Whether a copy of the last three years audited Balance Sheet attached.



6 Whether the firm is Income Tax Assessee or not ? if Yes give income tax number. Does the firm pays Service tax ?if give the service tax number.

Yes/No

7 Whether registered with the Labour Deptt. or not?

If yes, mention the Registration number and date, attested copies of said certificate and its validity for Gwalior be attached.

Yes/No

8 Has the firm been allotted EPF& ESI Code Nos.?

If yes, mention the Code Nos. and attach proof in support thereof

Yes/No

9. Please submit an undertaking that no case is pending with the Police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate /verification from local police station. Indicating any convictions in the past against the company/firm/partner.

10. Current list of clients in the proforma given below.
Proforma for Information regarding clients:

S No	Name of Client with Address	Period	No of employees employed	Remarks

UNDERTAKING

I hereby certify that the foregoing particulars are correct and true. I understand that my tender can be cancelled and the EMD/Security Deposit paid by me forfeited if any, of the particulars given by me in the tender form are subsequently found to be wrong.



Place : _____

Signature of Tenderer/
Authorised Signatory

Dated : _____

Address : _____

(To be made on Non Judicial Stamp Paper)

ANNEXURE-III

AFFIDAVIT

I/We(Name)_____

Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm)

_____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body or any public sector undertaking of State/ Central Govt.

DATE,
THE ADDRESS

DEPONENT

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of



my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DEPONENT

DATE, THE

(NOTE: To be furnished attested by a Magistrate/Notary Public)

ANNEXURE –IV

**FINANCIAL BID
TENDER FOR OURSOURCES STAFF**

Description of work: Contract for providing Manpower on outsourcing basis in IITTM, Gwalior as per qualification, pay structure and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfillment of other terms and conditions of the Agreement.

Sl. No	Category	Qty*	Monthly Rate per person based on Central Govt. Minimum Wages Inclusive of all taxes.# (in Rs) copy attached	Monthly Total based on Central Govt. Minimum Wages	**Service Charge (%age basis)
1.	Office Assistant, Skilled	02			
2.	Stenographer, Skilled	01			
3.	Hostel Attendant (Girl), Unskilled	02			
4.	Hostel Attendant & Attendant (Boy), Unskilled	07			
5.	Mali/Gardner, Unskilled	15			
6.	Driver, Skilled	01			
7.	Computer Data Operator, Skilled	01			
8.	Electrician, Skilled	01			
9.	Telephone Operator, Skilled	01			
	Total	31			

**The above figures are only indicative, institute at its discretion may increase or decrease the number and the payment will be made accordingly.*

*** The service charge quoted below the Govt. norms will reject the tender.*

Rates as per unit should be based on Minimum Wages Inclusive of all taxes as on 01.03.2018 and PF, ESI, Gratuity, Training & Supervision, Bonus, Uniform, Leave, Reliever Cost, Any Special Allowances, and Administrative Charges.



Note: Break-up of the rate must be provided along with copy of the Order on Minimum Wages to facilitate revision of rates whenever minimum wages are revised by the Govt.

Price bid without proper break-up will not be considered.

Declaration by the Bidder:

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

Note:

- i) No other charges would be payable by Client.
- ii) There would be no increase in rates during the contract period except as per provisions under the terms and conditions.

**SIGNATURE OF AUTHORIZED
PERSON OF AGENCY with seal**

DRAFT AGREEMENT FORMAT

This agreement is made at Gwalior on the _____ day of _____ Two thousand Thirteen between the Director, IITTM Gwalior having its office at Govindpuri Gwalior 474011 (*hereinafter* called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part. Second Part M/s _____, having its registered office at _____

(*hereinafter* called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for IITTM at Gwalior on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to the provisions of various Labour ,Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in IITTM Gwalior. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at IITTM, Gwalior site. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance of the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
6. Security Deposit equal to 5% of the Annual Contract Value (refundable without



interest after three months of termination of contract) in the form of Pay Order / Demand Draft or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.

7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at IITTM Gwalior.

8. The personnel provided by the Agency will not claim to become the employees of IITTM, Gwalior and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at IITTM Gwalior.

9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Government.

10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

11. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

13. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Gwalior

THIS AGREEMENT will take effect from _____ day of _____ Two thousand thirteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above at Gwalior in the presence of the witness For and on behalf of the 'Agency', For and on behalf of the 'IITTM Gwalior'.

**Signature of the authorized Official
Stamp/Seal of the Agency'**

**Signature of the Director,
IITTM, Gwalior**

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

By the said _____
_____(Name)
_____ on

By the said _____
_____(Name)
_____ on



behalf of the 'Agency', in presence of

behalf of the 'IITTM Gwalior' in presence of

Witness_____

Witness_____

Name_____

Name_____

Address _____

Address_____