

V.V.GIRI NATIONAL LABOUR INSTITUTE

SECTOR – 24, NOIDA – 201301 (U.P.)

Tel.: 2411533, 2411534

Annual Contract for Providing of Project Staff in the Institute

Date of Advertisement : 30.3.2017

Last Date for submission of

Tender : 19.4.2017 by 3.00 P.M.

Date of Opening of

Technical Bids of the Tender : 19.4.2017 at 4.00 P.M.

Tender form issued to

: _____

Signature of Issuing Officer

(The tender envelop should be marked with Tender for “Providing of Project Staff in the Institute”)

V.V. Giri National Labour Institute

NOIDA

(An autonomous body of Ministry of Labour and Employment)
Government of India

TENDER NOTICE

1. Sealed tenders are invited under **Three Bid System** i.e. **Technical Bid Stage- I, Technical Bid Stage- II and Financial Bid** from reputed, experienced and financially sound Manpower Companies / Firms / Agencies for providing skilled Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel Receptionist in V.V. Giri National Labour Institute.
2. The Indenting bidder who will qualify at stage -I of Technical bid will be eligible for the stage-II of the technical bid by securing 60 marks out of 100 marks. After qualifying the technical bids their financial bids will be opened accordingly.
3. The Indenting bidder having registered/branch office at NCR may obtain tender document from the Institute by paying of Rs.5000/- (Rs. Five Thousand only) or can be downloaded from the website of this Institute www.vvgnli.org by submitting a bank draft of Rs.5000/- with the technical bid failing which the tender shall be rejected.
4. The interested Companies/Firms/Agencies may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 2.00lakh and other requisite documents on or before _____ **by 3.00 p.m.** in the Tender Box kept at the Reception of V.V. Giri National Labour Institute, NOIDA **and same will be opened at 4.00 p.m. on _____**. **The tenders shall not be entertained before or after this date under any circumstances whatsoever.**
5. This Institute reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director General, V.V. Giri National Labour Institute, NOIDA in this regard shall be final and binding on all.
6. The bidders should submit their bids in three different sealed envelopes marked as **:(i) The bid for Technical Stage-I," (ii)The bid for Technical Stage-II and (iii) Financial Bid**

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The interested Companies/Firms/Agencies may put the tender document completed in all respects along with Earnest Money Deposit (EMD) of Rs. 2.00 lakh and other requisite documents on or before _____ **by 3.00 p.m.** in the Tender Box kept at the Reception Office of V.V. Giri National Labour Institute, NOIDA **and same will be opened at 4.00 p.m. on _____**. **The tenders shall not be entertained before or after this date under any circumstances whatsoever.**
2. The tender of such agencies/firms/companies will be rejected who does not have their registered or branch office at NCR.
3. The various crucial dates relating to **“Tender for Providing of Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Assistance /Clerks/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel Receptionist to V.V. Giri National Labour Institute ”** are cited as under :
 - a) Date and time for submission of
Quotation (Technical & Financial): **by 3.00 p.m. on _____**.
 - b) Date and time for opening of Bids: **At 4.00 p.m. on _____**.
4. The tenders have been invited under **three bid system i.e. Technical Bid Stage-I Technical Bid Stage-II and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bids for Providing of Project Staff / Project Staff / Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/ Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Assistance to V.V. Giri National Labour Institute”** and **“Financial Bids for Providing Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/ Computer Operators/Field investigator/Drivers/Attendant/Hostel Receptionist to V.V. Giri National Labour Institute”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for providing of Project Staff /Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/ Attendant/ Hostel Receptionist to V.V. Giri National Labour Institute”**.
5. Estimated value of contract is approx Rs.98 lakh.
6. The Earnest Money Deposit (EMD) of Rs.2.00 lakh (Rupees Two Lakh only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order drawn in favour of V.V. Giri National Labour Institute payable at NOIDA **failing which the tender shall be rejected summarily**. The earnest money of the successful bidder will be converted into security money and the balance of Rs. 2.00 lakh will have to be deposited by the successful bidder within 15 days of the issue of award letter for the contract.
7. The successful tenderer will have to deposit a Performance Security Deposit of **10% of work order** in the form of Demand Draft/Bank guarantee in favour of the V.V. Giri National Labour Institute payable at NOIDA.

APPLICATION–TECHNICAL BID(Stage-I)

1. For providing Project Staff / Senior Digitisation Assistant/Junior Digitisation Assistant/Research Associate/Accounts Associate/ Admin./ Programme Associate/Assistance Clerks / Computer Operators/Field Investigators/Attendant to V.V. Giri National Labour Institute, NOIDA.

2. Name of Tendering Company _____

Firm/Agency.

3. Name of proprietor/Director:_____

Of company/Firm/agency_____

4. Full Address of Reg. Office

Telephone No. :

FAX No.

E-mail address

5. Full address of operating/Branch office

Telephone No.:

Fax No.

E- mail address

6. The tendering Companies / Firms / Agencies are required to enclose photocopies of the following documents duly attested by the agency, along with the Technical Bid STAGE-I BID **failing which their bids shall be summarily/out-rightly rejected and will not be considered any further** :

- a) Self attested copy of registration certificate of agency for providing manpower.
- b) Self attested copy of PAN / GIR Card;
- c) Self attested copy of Income Tax Clearance Certificate
- d) Self attested copy of the latest IT return filed by agency;

- e) Self attested copy of Service Tax registration certificate;
 - f) Self attested copy of the P.F. registration letter / certificate;
 - g) Self attested copy of the E.S.I. registration letter / certificate;
 - h) Certified document in support of financial turnover of the agency.
 - i) Certified documents in support of entries in column 13 of Technical Bid application;
 - j) **Statement of Bank A/c in the name of Company/Agency.**
 - k) **Details of agreement made by company for the 3 years alongwith proof.**
 - l) Documentary for having registered/branch office at NCR.
 - m) Undertaking to be furnished by the service provider that the service provider having no legal suit/criminal case pending against it's proprietor or any of its Directors(in the case of Private Ltd. Company) or having not been earlier convicted on grounds or moral turpitude or for violation of laws in force.
7. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
8. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
9. The Bids shall be opened on the scheduled date and time (**At 4.00 p.m. on _____**), **in Committee Room V.V. Giri National Labour Institute, NOIDA**, in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time.
10. The competent authority of V.V. Giri National Labour Institute, NOIDA reserves the right to annul any or all bids without assigning any reason.

1. V.V. Giri National Labour Institute, located at Sector – 24, Noida, requires the services of reputed, well established and financially sound Manpower Companies / Firms / Agency having their registered/branch office at NCR to provide Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/Accounts Associate/Clerks Administrative Associate/ Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel Receptionist.
2. The contract would be for one year from the date of award of the contract. The period of the contract may be further extended on year to year basis for a maximum of three years provided the requirement of the Institute for the above said posts at that time or may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency. The Institute, however, reserves right to terminate this initial contract at any time after giving one month notice to the selected service providing Company / Firm / Agency.
3. This Institute has initial requirement for **the following project posts as per the qualification and experience indicated against each post**. The requirement of the Institute may increase or decrease during the initial period of contract also:

Post	Minimum qualification	Mandatory knowledge	Desirable knowledge
Senior Digitization Assistant	Graduate with one or more year's diploma computer application	Web application and designing and good knowledge on Linux operating system	Two years experience in digitization of documents with good knowledge on GSDL (Greenstone Digital library software) & creation of HTML and XML Pages
Junior Digitization Assistant	Graduate and one or more year's diploma in computer application	Web application and designing	One year experience in digitization of documents and HTML creation.
Research Associate	Post Graduate in social science	One year experience in data analysis and proficiency in computer applications	Experience in working in SPSS
Computer Operator	Graduate with diploma in computer	Good knowledge of MS – office and other relevant packages	HTML creation
Field Investigator	12 th passed	Experience in field work and data collection	Knowledge of computers
Accounts Associate	Graduate in Commerce	One year diploma in computer having Knowledge of Tally, direct & indirect taxes	

Administrative / Programme/ Clerk	Graduate in any discipline	Knowledge of Administration and MS office	
Administrative Associate	Retired Govt. Officer not below the rank of Assistant.		
Hostel Receptionist	Graduate	One year experience in Hotel Industry	
Attendant	10 th pass		
Drivers	10 th pass, valid driving license with minimum 5 years experience in driving.		

TECHNICAL REQUIREMENTS FOR THE TENDERING Company / Firm / AGENCY

1. The tendering manpower Company / Firm / Agency should fulfill the following technical specifications:
 - a) The Registered Office or one of the Branch Office's of the manpower Company / Firm / Agency should be located either in Delhi / New Delhi or in any of the Satellite Towns of Delhi;
 - b) The manpower Company / Firm / Agency should be registered with the appropriate registration authority;
 - c) The Company / Firm / Agency should have at least three years experience in providing manpower to Private Companies, Public Sector Companies / Banks and Government Departments etc;
 - d) The Company / Firm / Agency should have its own Bank Account;
 - e) The Company / Firm / Agency should be registered with Income Tax and Service Tax departments;
 - f) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - g) The Company/Firm/Agency should have a minimum financial turnover of Rs.4.30 crores per annum during the financial years i.e. 2013-14, 2014-15,2015-16 enclose balance sheets.
 - h) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or
 - (b) Two similar completed work costing not less than amount equal to 50% of the estimated cost.

Or
 - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

2. Banker of Company / Firm / agency with full address:

(Attach certified copy of statement of A/c for the last three years)

Telephone Number : _____ Of Banker

1. PAN / GIR No. : _____
(Attach self attested copy)
2. Service Tax Registration No. : _____
(Attach self attested copy)
3. E.P.F. Registration No. : _____
(Attach self attested copy)
4. E.S.I. Registration No. : _____
(Attach self attested copy)
5. 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 (Rs. Lacs)	Remarks, if any
2013-14		
2014-15		
2015-16		

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

S.No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. Lacs)	Duration of Contract	
			From	To
1.				
2.				
3.				

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

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

Signature of authorized person

Date:
Place:

Name:
Seal:

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized 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 for providing of Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Admin. /Accounts Associate/ Programme Associate/Clerks Administrative Associate/Computer Operators/Field Investigator/Drivers/ Record Keeper/ Attendant/Hostel receptionist to V.V. Giri National Labour Institute, NOIDA and undertake to abide by them;
3. The information / documents furnished along with the above application are true and 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

Date:

Full Name:

Place:

Seal:

TECHNICAL EVALUATION (Stage-II)

S. No.	Title	Description	Marks Obtained	Remarks
Technical Competence (Total Marks: 50)				
1.	Experience of working as Manpower Service Providers in the Government Sector (20 Marks)	(i) 1-3 projects (2 marks) (ii) 4-5 projects (3 marks) (iii) 6-7 projects (4 marks) (iv) 8-10 projects (5 marks) (v) > 10 projects (6 marks)		
2.	Number of Manpower Supplied to the Government (15 marks)	(i) upto 500 (3 marks) (ii) 501 to 750 (3 marks) (iii) 751 to 1000 (4 marks) (iv) > 1000 (6 marks)		
3.	Number of currently operating regional offices in the country (15 marks)	(i) 1 offices (2 marks) (ii) 2 to 3 offices (3 marks) (iii) 4 to 5 offices (4 marks) (iv) > 5 offices (6 marks)		
Geographical Competence (Total Marks: 25)				
1.	Experience and good track record of managing and implementing Manpower Service Projects in NCR region (14 Marks)	(i) 1 project (2 marks) (ii) 2-3 projects (3 marks) (iii) 4-5 project (4 marks) (iv) > 5 projects (5 marks)		
2.	Experience and good track record of managing and implementing Manpower Service Projects in areas other than the NCR region (11 marks)	(i) 1 project (1 marks) (ii) 2-3 projects (2 marks) (iii) 4-5 project (3 marks) (iv) > 5 projects (5 marks)		
Management Competence (Total Marks: 25)				
1.	No. of Key professionals having more than 3 years' experience in management and implementation of manpower service related projects (14 marks)	(i) Less than 3 (1 marks) (ii) 4-8 (3 marks) (iii) 9-12 (4 marks)		

		(iv) >12 (5 marks)		
2.	Policies, Practices, Complaint Redressal, Performance Management systems, etc. (11 marks)	(i) Clearly defined quality management practices (max. 3 marks) (ii) ISO certification (max.4 marks) (ii) Clearly defined complaint redressal policies (max. 2 marks) (iv) Social protection practices (max. 2 marks)		

Note: Qualifying marks – 60. Bidders are required to enclose proof of testimonials

APPLICATION – FINANCIAL BID

1. For Providing of Project Staff/Clerks/Computer Operators to V.V. Giri National Labour Institute, NOIDA.
2. Name of tendering Company/Firm/Agency:
3. Details of Earnest Money Deposit : Rs. 2.00 lakh (Rupees Two lakh Only)

D.D. / P.O. No. & Date: _____

Drawn on Bank: _____

4. Rate per person / per month (8 hours per day excluding ½ hr. Lunch) are as follows:-

S. No.	Component of Rate	Digitization Assistant	Junior Digitization Assistant	Research Associate	Accounts Associate	Clerk / Administrative Associate	Computer Operator	Field Investigator	Attendant	Driver	Hostel Receptionist
1.	Monthly Wages per person deployed										
2.	Employees Provident Fund @ --% of 1 above										
3.	Employees State Insurance @----% of 1 above										
4.	Insurance										
5.	Service Tax Liability @ ---% of -----										
6.	Any other liability (Pl. Indicate)										
7.	Contractors Adm. / Service Charge										
Total(Column 1 to 6)											

* The quoted rates for basic wages should not be less than the remuneration approved by the Executive Council of the Institute as shown in Annexure – I. For the categories (not specified in Annexure – I), the basic quoted rate for wages should not be less than the Minimum Wages as per the Minimum Wages Act, 1948.

Signature of authorized person

Date :

Name :

Place:

Seal :

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

Monthly remuneration paid in the Institute

<u>Category of Staff</u>	<u>Remuneration</u>
Sr. Digitization Assistant	Rs.18000/-
Junior Digitization Assistant	Rs.17000/-
Research Associate	Rs.17000/-
Programme/Accounts Associate/ Admin	Rs.17000/-
Computer Operator	Rs.14000/-
Field Investigator	Rs.11000/-
Attendant	Rs.12000/-
Driver	Rs.17000/-
Hostel Receptionist	Rs.11000/-

Note: In case, Executive Council of the Institute decides to enhance the remuneration to be paid to the contractual employees, as the case may be, the contractor will be paid the incremental amount alongwith the statutory levies etc.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

1. The contracting agency shall ensure that the individual Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Admin./ Programme/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel receptionist, deployed in the Institute conform to the technical specifications of age, educational and skill qualifications.
2. This Institute is a autonomous body of Ministry of Labour and Employment and has six days working for project staff (i.e. Monday to Saturday) in a week from 9.00 hrs. to 1730 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. Besides this, the Institute also observes the Gazetted holidays notified by the Government of India from time to time. **However, depending upon the urgency of work, the personnel may be required to work late (beyond office hours) or on holidays, for which no additional remuneration will be paid.**
3. Every Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel Receptionist recommended by the service provider will have to go through a screening test to be conducted by the Institute prior to engagement. Any Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel Receptionist engaged after clearing the test and subsequently found not suitable by any officer to whom he/she is attached, will be replaced by a new personnel immediately and will not be transferred to any other officer.
4. TDS and other taxes as applicable will be deducted from each bill
 - I. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Driver/Attendant/Hostel receptionist who will be deployed by it in this Institute before the commencement of work:
 - a. List of persons deployed.
 - b. Bio-data of the persons.
 - c. Attested copy of matriculation certificate containing date of birth.
 - d. Attested copy of Graduation/Post graduation certificate.
 - e. Character certificate from two Gazetted officers of the Central / State Government.
 - f. Certificate to the effect that character & antecedents of manpower being provided by the Agency have been verified.
5. In case, the person employed by the successful Company / Firm / Agency commits any act of omission / Commission that amounts to misconduct / indiscipline / incompetence, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Institute.
6. The tendering Company / Firm / Agency shall replace immediately any of its personnel who is found unacceptable to this Institute because of security risks,

incompetence, conflict of interest, improper conduct etc. upon receiving written notice from this Institute.

7. The person deployed shall be required to report for work at 9.00 hrs. to Administrative Officer and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
8. The agency shall depute a coordinator who would be responsible for immediate interaction with the Institute so that optimal services of the persons deployed by the agency could be availed without any disruption.
9. The provision of manpower shall have to be made available on requisition in time as per the exigencies of work. Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. **In case on, requisition, manpower is not provided within a period of two days, an amount of Rs.1500/- per day per vacancy will be deducted from the amount payable to the service provider.**
10. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Institute and this Institute will have no liabilities in this regard.
11. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel Receptionist, so employed and deployed in this Institute. **The persons deployed by the agency in the Institute shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against V.V. Giri National Labour Institute.**
12. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This Institute shall, in no way, be responsible for settlement of such issues whatsoever.
13. This Institute 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.
14. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this Institute during the currency or after expiry of the contract.
15. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this V.V. Giri National Labour Institute.
16. The Tendering agency will have to insure all the project staff for mediclaim and Incidental/death.

LEGAL

1. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Institute.
2. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to V.V. Giri National Labour Institute to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
3. 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 Institute or any other authority under Law.
4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Institute.
5. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Institute is put to any loss / obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 2.00 lakh (Rupees Two Lakh Only) in the form of Demand Draft / Pay Order drawn in favour of V.V. Giri National Labour Institute payable at NOIDA **failing which the tender shall be rejected out rightly.**
2. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant, against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
3. The successful tenderer will have to deposit within 15 days, a Performance Security Deposit of **10% of work order through demand draft/Pay Order in favour of V.V. Giri National Labour Institute, NOIDA.**
4. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Institute besides annulment of the contract.

5. The Institute shall raise the bill, in triplicate, along with attendance sheet [duly verified by Administration in respect of the persons deployed and submit the same to Accounts Officer in the first week of the succeeding month.
6. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Institute.
7. The amount of pre-estimated agreed liquidated damages calculated @ **Rs.1500/-** per day on account of delay, if any, in providing a suitable substitute for the period beyond two working days by the agency shall be deducted from the monthly bills of the service providing Company / Firm / Agency in the following month.
8. The Director General (V.V. Giri National Labour Institute) reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

(H. S. Rawat)
Administrative Officer

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Self attested copy of registration certificate of agency for providing manpower.
3. Self attested copy of PAN / GIR Card;
4. Self attested copy of Income Tax Clearance Certificate
5. Self attested copy of the latest IT return filed by agency;
6. Self attested copy of Service Tax registration certificate;
7. Self attested copy of the P.F. registration letter / certificate;
8. Self attested copy of the E.S.I. registration letter / certificate;
9. Certified document in support of financial turnover of the agency.
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Statement of Bank A/c in the name of Company/Agency.**
12. **Details of agreement made by company for the 3 years alongwith proof.**
13. Undertaking to be furnished by the service provider that the service provider having no legal suit/criminal case pending against it's proprietor or any of its Directors(in the case of Private Ltd. Company) or having not been earlier convicted on grounds or moral turpitude or for violation of laws in force.
14. **Copy of the terms and conditions stipulated in Tender Document duly signed and sealed by the authorized signatory of the agency in each page as a token of their acceptance.**

ORDER FOR ARRANGEMENT OF DOCUMENTS BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant, List of short listed by agency for deployment in V.V. Giri National Labour Institute containing full details i.e. date of birth, marital status, address etc.

1. Bio-data of all persons.
2. Character certificates from two Gazetted Officers of the Central / State Government in respect of all persons;
3. Certificate of verification of antecedents of all persons by local police authority.

TERMS AND CONDITIONS

General

1. The contract is likely for one year unless it is curtailed or terminated by this Institute owing to deficiency of service, sub-standard quality of Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Admin./Accounts Associate/ Programme Associate/Assistance /Clerks/Computer Operators/Field investigator/Drivers/Attendant/Hostel receptionist deployed, breach of contract, reduction or cessation of the Project requirements etc.
2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and this Institute.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon by the successful service providing Company / Firm / Agency and V.V. Giri National Labour Institute. The total period of contract will not be more than 3 years.
4. 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 without the prior written consent of this Institute.
5. The requirement of the said Staff depends upon the projects which may vary from time to time. However, the agency will have to provide the Staff within the time limit given to the agency on each occasion.
6. The tenderer will be bound by the details furnished by him / her to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents 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.
7. The V.V. Giri National Labour Institute reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.

AGREEMENT

This Agreement is made on.....Day ofat NOIDA (India) between the V.V. Giri National Labour Institute, NOIDA through Administrative Office, V.V. Giri National Labour Institute, Sector – 24, NOIDA, hereinafter referred as “the Institute” which expression shall include all its officers, successors and assigns on the FIRST PARTY.

AND

M/s, a Sole-Proprietorship concern Firm/Manpower Company/Agency having its Registered office athereinafter referred as “Service Provider” which expression shall include all its officers successors and permitted assigns on the “SECOND PARTY”.

WHEREAS the First Party is an autonomous body Ministry of Labour and Employment, Government of India.

WHEREAS the Second Party is engaged in the business of providing Project Staff/ Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/ Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel receptionist.

WHEREAS the First Party proposed to engage an experienced and professionally qualified Agency to provide Project Staff/Senior Digitization Assistant/Junior Digitization Assistant/Research Associate/ Accounts Associate/Clerks Administrative Associate/Computer Operators/Field investigator/Drivers/Record Keeper/Attendant/Hostel receptionist services at **V.V. Giri National Labour Institute**, NOIDA.

WHEREAS the Second Party has expressed their keen desire to deploy Project Staff for the services to the First Party under this Agreement. The Second Party has also represented that they possess the professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

1. OBLIGATIONS OF THE SECOND PARTY

- a. The Second Party shall operate and deploy Project Staff to the First Party having its office at NOIDA normally on working days or as the First Party may require from time to time.

- b. The regularity and quality of the performance of the Project Staff will be the essence of this agreement and shall form a central factor of this Agreement. The Second Party shall take all possible steps to ensure to maintain its performance of its personnel satisfactorily as determined by the First Party from time to time.

- c. The qualification of the Project Staff deployed by the Second Party shall be as follows:-
 - i) He/she should be qualified as per the qualifications prescribed for the post.

 - ii) He/She should have character certificates from two Group "A" or Class-I Gazetted Officers of the Central Government/ State Government;

 - iii) His/her antecedents should have been got verified by the agency from the local police authorities.

 - iv) For Senior Digitization Assistant/Junior Digitization Assistant/ Research Associate/ Accounts Associate/ Clerks/ Administrative Associate/ Computer Operators/ Field investigator, the following additional qualifications shall be required:
 - a) He/ She should have typing speed of 40 words per minute in English.

 - b) He/she should be conversant with the working of computers and should necessarily have knowledge of MS Word and preferably of LAN functions, MS Excel and MS Power Point Packages.

- d. The Second Party shall deploy requisite number of Project Staff for providing the services to the First party, as per requirements, which may vary from time to time. The Second Party shall be bound to fulfill the increase/decrease of requirements of Project Staff as may be conveyed to them by an authorized officer of the First Party, within a period of two working days from the date of receipt of such requirement.

The assessment made by the First Party regarding the quality and efficiency of the services and as to the number of Project Staff required, shall be final and binding on the Second Party & the services shall be provided accordingly.

- e) The Project Staff deployed by the Second Party shall not use unauthorized software etc. and shall not misuse the Computer sets of the First Party.
- f) If the First Party notices that the employee(s) of the Second Party has /have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan.
- g) If any of the Project Staff of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will initiate appropriate action against erring Project Staff and intimate accordingly to the First Party.
- h) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and Project Staff engaged by it for the services to the First Party.

2. TERMS OF PAYMENT

- a) The First Party shall pay to the Second Party for the services rendered on the following rates;

Category of Staff	Remuneration
Sr. Digitization Assistant	Rs. 18000/-
Junior Digitization Assistant	Rs. 17000/-
Research Associate	Rs. 17000/-
Accounts Associates	Rs. 17000/-
Computer Operator	Rs. 14000/-
Record Keeper	Rs. 13000/-

Field Investigator	Rs. 11000/-
Attendant	Rs. 12000/-
Driver	Rs. 17000/-
Clerks/Administrative Associate	Rs. 17000/-
Hostel Receptionist	Rs. 11000/-

Apart from the above, the first party will pay employer's contribution for PF, ESI, and Service tax at the rates fixed by Govt. from time to time and agency charges as per the offer of the Second Party.

Note: In case, Executive council of the Institute decides to enhance the remuneration to be paid to the Contractual employees, as the case may be, the contractor will be paid the incremental amount alongwith the statutory levies etc.

- b) All payments made by the First Party shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961, Other Taxes, Duties, if any, as applicable by law, shall be borne by the respective parties.
- c) The Second Party, being the employer in relation to Project Staff engaged employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such Project Staff which in any case will not be less than in accordance with the Minimum wages as fixed or prescribed for the category or workers employed/deployed by it from time to time or by the State Government and/or any authority constituted by or under any law.
- d) The Second Party will have to produce the register of wages cum muster roll of the preceding month along with the bill to be submitted on the 3rd day of every month for verification to the nominated official of the First Party. The second party shall ensure that the payment to his employees positively by 7th day of the following month through bank only.

3. SUBMISSION AND VERIFICATION OF BILLS

The Second Party Shall submit on a monthly basis the bills for the services rendered to enable the First Party to verify and process the same.

4. SECURITY DEPOSIT

The Second Party shall deposit with the First Party, on or before the date of signing of Agreement, a sum of **10% of work order** through demand draft/ pay order in favour of V.V. Giri National Labour Institute, NOIDA " as a Security Deposit for the due performance of the terms and conditions of this Agreement for deployment of Project Staff and the First Party will be entitled to appropriate the same or any part thereof towards any money payable by the Second Party to the First Party for loss, damage or otherwise and non-performance of the contract. However, subject to such adjustment, the Security Deposit will be returned to the Second Party after 30 days of completion or termination, as the case may be, of this agreement.

5. **PERFORMANCE SECURITY DEPOSIT (PSD) - (in form of Demand Draft/Bank Guarantee**
- i. PSD will have to be deposited by the successful bidders **within 15 days** on receipt of work order to ensure due performance of the contract will be for contracting value of 5% for one year.
 - ii. PSD shall be in the form of Demand Draft/Bank Guarantee payable to V.V.Giri National Labour Institute, Noida. (as per CVC guidelines)
 - iii. The PSD should remain **valid** for a period of **three years** upto completion of all contractual obligations by the agency. The EMD will be refunded to the successful bidder on receipt of Performance Security Deposit.
 - iv. Any interest will not be payable on the amount of Performance Security Deposit (PSD).

6. **REPORTING TIME AND PLACE**

- a) The Project Staff of the Second Party shall provide the requisite services on normal office working hours from 9.00 hrs to 17.30 hrs with 30 minutes lunch break from 13.00 hrs to 13.30 hrs for six days in a week from Monday to Saturday However in view of exigencies of work, the Project Staff may be required to work beyond 17.30 PM also, for which no additional payment will be made. Such Project Staff shall be stationed at Noida and shall report to designated coordinator of the First Party for routine administrative matters during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.
- b) The Second Party shall list out the names of Project Staff equal to three times of the actual requirement,
- c) The services rendered by the Second Party under this Agreement shall be under close co-ordination and guidance/instruction of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- d) The Second Party shall decide the Modus Operandi as to engage proper and efficient Project Staff by it for rendering Services and to conform to its prescribed standards.
- e) The Second Party shall be responsible for the proper conduct and behavior of the Project Staff deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental of the First Party. The Second Party shall have to replace any of the Project Staff within 24 hours if desired so by the First Party or his authorized representatives.
- f) The First Party reserves the right to order any Project Staff of the Second Party to leave its premises if his/her presence at any time is felt undesirable.

7. **DISCIPLINE**

- a) The Second Party shall issue identity cards on its own name and trading style, to its personnel deputed for rendering the said services, which at First Party's option would be subject to verification at any time. The First Party may refuse the entry into its premises to any Project Staff of the Second Party not bearing such identity card.
- b) No Project Staff of the Second Party shall leave the premises where they have been deployed without the permission of the First Party.
- c) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any Project Staff engaged/employed by it, while no right shall vest in any such Project Staff to raise any dispute and/or claim whatsoever against the first Party. First Party shall under no circumstances be

deemed or treated as the Employer in respect of Project Staff engaged/ employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such operators.

8. NATURE OF AGREEMENT

The parties hereto have considered, agreed to and have clear understanding on the following aspects:

- a) This agreement is for providing the aforementioned Project Staff services for items of work/jobs. It is clearly understood by the Second Party that the persons employed by the Second Party for providing the services as mentioned herein, shall at no point of time be said or deemed to be in the employment of the First Party and shall be the employees of the Second Party only and not of the first party. The Project Staff engaged by the Second Party shall have accordingly no claim or right of employment, right of absorption/regularization or any concession or relaxations for the same etc. with the First Party. The number of Project Staff to be employed and the individual person to be employed for providing the said services shall be decided by the First party and second party shall be liable to make timely payment to its said employees towards their monthly wages/salaries and other dues like PF/ESI/EPF, minimum wages, gratuity etc.
- b) First Party shall not be liable for any obligations and/or responsibilities contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c) The employees/personnel of Second Party rendering the services under this Agreement shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled from the First Party for employment, salary/wages, damages, compensation or anything arising from their deployment by Second Party for rendering the said services.

9. STATUTORY COMPLIANCES

- a) Second Party shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any labour or other legislations for providing the services under this Agreement, from the concerned Competent Authorities.
- b) It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this Agreement. The Second Party indemnifies and shall always keep First Party indemnified against all losses, damages, claims/actions taken against First Party by any Authority/Office in this regard.
- c) The Second Party undertakes to always comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour(Regulation and Abolishment) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Govt. laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second party is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.
- d) Nothing contained in this Agreement shall be construed as establishing, creating or implied between the Parties (including the Personnels engaged by the Second Party), a relationship of master and servant or principal and agent.
- e) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any automatic absorption, regularization, continued

- engagement or concession or preference for employment of persons engaged by the service provider (the Second Party) for any engagement, service or employment in any capacity in any office or establishment of the First Party.
- f) The Second Party declares and agrees that this Agreement does not amount to employment with the First Party nor confer any right on the Second Party or its engaged Personnels, nor any representation by the First Party as to the possibility or preference in employment at any time in future in respect of Personnels of the Second Party in any office/establishment of the First Party.
 - g) The Second Party shall at all time indemnify the First party/the Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Second Party's employees, Personnels or agents or by any other Third Party resulting from or by any services rendered or operation conducted by or on behalf of the Second Party.
 - h) The Second Party shall notify the First Party/the Government of any material change in their status, shareholding or that of any Guarantor of the Second Party in particular, where such change would impact on performance of obligations under this Agreement.
 - i) The project staff already working in this Institute will automatically become in the roll of the contracting agency. It will be responsibility of the Second Party to continue their PF and ESIC on old numbers which they are presently having with CPFC and ESIC.
 - j) The second party shall pay all the monthly payments to the staff deployed by them on the basis of **two months credit**.
 - k) Payment to all the project staff deployed by second part shall be made by 7th of following months failing which suitable action will be taken against second party. In such event, payment will be made by the First Party which will be deducted from the bill of the Second Party, along with a penal interest of 15% per month.
 - l) The payment to the staff shall also be paid by second party through their Bank Account.
 - m) The second party shall abide by all the statutory requirement such as PF, ESIC, etc. The receipt of payment of PF & ESIC contributions to the concerned Authorities will be submitted by the Second party along with monthly bill alongwith a declaration that PF & ESIC contributions for all the employees deployed by them (with list of names) have been paid by them.
 - n) The second part shall not pay salary less than the prescribed payments by the first party from time to time.

10. **INDEMNIFICATION**

- a) The Second Party shall always, at its own expenses, make good any loss or damages suffered by the first Party as a result of the acts of commission or omission, negligently or otherwise of its Project Staff while providing the said services at any of the premises of the first party or otherwise.
- b) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim on account of disability/death of any of its Project Staff caused while providing the services within/outside the premises of the First Party which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory notifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any Project Staff of the Second Party or in respect of any claim, damage, or compensation under Labour laws or rules made there under by any Project Staff whether in the employment of the Second Party or not who provided or provides the services at the place of the First Party or any other premises of the First Party as provided hereinbefore.

- c) The Second Party shall at all times indemnify and keep indemnified the first Party against any claim by any third party for any injury, damage, to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel/ Project Staff during the hours of providing the services at the First Party's premises or before and after that.
- d) That, if at any time, during the operation of this Agreement on thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses no. (a), (b) and (c) herein above, the Second Party shall immediately indemnify and pay to the First Party all such amounts and costs also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the Security Deposit and/or from any pending bills of the Second Party.

11. LIABILITIES AND REMEDIES

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First Party shall be entitled to procure services from other sources at the risks and cost of Second Party and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides agreed pre estimated liquidated damages at double the rate of payment.

12. LOSSES SUFFERED/CAUSED BY SECOND PARTY

- a) The Second Party shall not claim any losses, damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgment on part of itself and/or its Project Staff in rendering or non-rendering the services under this Agreement.
- b) Any loss/damage to the property of the First Party due to negligence of the Project Staff shall have to be borne by the Second Party.

13. TERM

This Agreement shall be effective w.e.f _____ up to _____ initially for a period of three months and can be considered to be extended upto a period of one year if the services of second party are found satisfactory and thereafter on year to year basis for a maximum of three years on such terms and conditions as may be deemed fit and proper by the First Party, subject to performance of Second Party being found satisfactory by First Party.

14. TERMINATION

- a) Either party can terminate this Agreement by giving three months written notice to the other without assigning any reason and without payment of any compensation thereof. However, the First party shall give only seven days notice for the termination of this agreement to the Second Party when there is a major default in the compliance of the terms and conditions of this Agreement or the Second Party has

failed to comply with its statutory obligations. Decision of the First Party in this regard shall be final.

- b) If Second Party commits breach of any covenant or any clause of this Agreement, First Party may send a written notice to the Second Party to rectify the breach within the time limit specified in the notice. In the event Second Party fails to rectify the breach within the stipulated time, the Agreement shall forthwith stand terminated and Second Party shall be liable to the First Party for losses or damages on account of such breach.

15. ASSIGNMENT OF AGREEMENTS

This Agreement is executed on the basis of the Current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

16. COMPOSITION AND ADDRESS OF SECOND PARTY

- a) The Second Party shall furnish to the First Party all relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Govt. Authorities required for running such a business of the Second Party.
- b) That the Second Party shall always inform the First Party within 30 days in writing, about any change in its address or the names and addresses of its key personnel.

17. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

FIRST PARTY

SECOND PARTY

V.V. Giri National Labour Institute

Sector – 24

.....

Noida

Uttar Pradesh - 201301

18. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without the First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information.

19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this Agreement. If required, shall only be made in writing.

20. AMENDMENT/MODIFICATION

The parties can amend this Agreement at any time as mutually agreed, However, such amendment shall be effective only when it is reduced in writing & signed by the authorized representatives of both parties hereto.

21. CAPTIONS

The various Captions used in this Agreement are for Organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the Text, the Text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by the First Party shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concessions shall have been granted. Further, the failure of the First Party to enforce at any time, any of the Provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of the first party enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/executed at NOIDA for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Secretary, Ministry of Labour and Employment, Government of India. The award given by the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be in NOIDA.

24. GOVERNING LAW/JURISDICTION

The applicable law governing this Agreement shall be the laws of India and subject to the provisions of clause 22 above and the Courts of Delhi shall have the exclusive jurisdiction to try and dispute with this Agreement.

25. TWO COUNTERPARTS

This Agreement is made in Duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions motioned above, In the event of commencement of work order against this Agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

()

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FOR & ON BEHALF OF

FOR & ON BEHALF OF

V.V. Giri National Labour Institute

.....

Witness 1.

.....

Witness 2.

APPLICATION – FINANCIAL BID

1. For Providing of Project Staff/Clerks/Computer Operators to V.V. Giri National Labour Institute, NOIDA.
2. Name of tendering Company/Firm/Agency:
3. Details of Earnest Money Deposit : Rs. 2.00 lakh (Rupees Two lakh Only)

D.D. / P.O. No. & Date: _____

Drawn on Bank: _____

4. Rate per person / per month (8 hours per day excluding ½ hr. Lunch) are as follows:-

S. No.	Component of Rate	Digitization Assistant	Junior Digitization Assistant	Research Associate	Accounts Associate	Clerk / Administrative Associate	Computer Operator	Field Investigator	Attendant	Driver	Hostel Receptionist
1.	Monthly Wages per person deployed										
2.	Employees Provident Fund @ --% of 1 above										
3.	Employees State Insurance @----% of 1 above										
4.	Insurance										
5.	Service Tax Liability @ ---% of -----										
6.	Any other liability (Pl. Indicate)										
7.	Contractors Adm. / Service Charge										
Total(Column 1 to 6)											

* The quoted rates for basic wages should not be less than the remuneration approved by the Executive Council of the Institute as shown in Annexure – I. For the categories (not specified in Annexure – I), the basic quoted rate for wages should not be less than the Minimum Wages as per the Minimum Wages Act, 1948.

Signature of authorized person

Date :

Name :

Place:

Seal :

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.