



भारतीय प्रौद्योगिकी संस्थान रोपड़
INDIAN INSTITUTE OF TECHNOLOGY ROPAR

रूपनगर, पंजाब-140001/ Rupnagar, Punjab-140001

Ph. 01881-231283,85, e-mail: purchase@iitrpr.ac.in

No.1564-20/AD-MAN/IITRPR/PS/131

18.12.2020

M/s S.S. Services Providers
(Manpower Sourcing-HR Solutions-Recruiting Process)
First Floor, 37-D Model Town,
Patiala-147001.

Sub.: Contract for providing Manpower Services.

With reference to your tender bid against tender notice no. 164/2019 dated 17.02.2020, Director IIT Ropar is pleased to award you the contract for providing manpower services for a period of 12 months extendable further subject to satisfactory performance. The contract is awarded subject to the following terms and conditions in addition to the terms & conditions already mentioned in the tender document:-

1. You will be paid service charges of 2.89% plus GST on the salary bill. No GST will be applicable on the employer's share of EPF and ESI.
2. You will provide the manpower to the institute as and when required and as per the qualification, experience prescribed by the institute. The manpower so provided will be paid salary as decided by the IIT Ropar from time to time.
3. Statutory compliance of the contract will be your responsibility.
4. You will issue offer letter to all the employees before taking up the contract. The proforma of offer letter should be got approved from the Institute.
5. There will be credit limit of one month bill by the firm to pay the salary of employees in time.
6. You should pay salary to the employees latest by 5th of every month positively. Any adjustment for the services rendered in the month, shall be made in the subsequent month. In case if Agency fail to pay the salary by 5th of every month, the penalty shall be imposed by IIT Ropar as per terms & conditions of the tender document.
7. You will ensure deposit of EPF/ESI contribution both employees and employer share in time and issue the salary slips & ESI cards to all the employees within 15 days from the date of taking over the contract, If any discrepancy is found in this at any stage, the institute will impose the penalty as deemed fit.
8. You will submit the labour license within 15 days from The Government of India, Ministry of Labour, Office of the Licensing Officer and Assistant Labour Commissioner (Central) Jalandhar for providing manpower services at IIT Ropar valid for the contract period and the appropriate number of manpower.
9. You will be full responsible to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling Agency, duly furnishing a copy to IIT Ropar.
10. You shall provide the Salary slips to the employees by latest 20th of every month, in case of default the penalty as deemed fit shall be imposed by IIT Ropar. The salary slips shall be issued in the format provided by the institute.
11. You should install the Biometric machines for attendance as per requirement of the Institute. Attendance Biometric / Attendance Register shall be maintained by the Agency for all the personnel deputed by the Agency, who shall mark attendance daily at the beginning and at the end of completion of the duties in the IIT Ropar and the payment shall be made to the Agency on the basis of the attendance. The final attendance will be approved by the IIT

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Ropar. The record of Attendance and leave would be maintained by the agency as per the relevant rules and raise the bill accordingly.

12. You shall provide photo identity cards to the persons employed at IIT Ropar.

13. The Courts at Ropar only shall have the jurisdiction for the purpose of this contract.

14. **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

c) on giving one month's notice at any time during the currency of services, in case the services rendered by the Agency are not found satisfactory and in conformity with the general norms and the standard prescribed for the services ;

OR

d) on assigning of the contract or any part thereof or any benefit or interest therein or there under by the Agency to any third person for sub-letting the whole or a part of the contract to any third person, without any notice ;

OR

e) on Agency being declared insolvent by the competent Court of Law without any notice ;

OR

f) In case the Agency is not interested to continue the contract subject to the condition that the Agency shall give minimum three months notice. If the Agency does not give the requisite notice as mentioned above, 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 Agency shall keep on discharging his duties as before till the expiry of notice period"

15. **Arbitration:-** In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Registrar, IIT Ropar or his nominee on mutual agreement of both the parties. 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 Registrar, IIT Ropar 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 arbitration proceedings. The venue of the arbitration shall be Ropar.

16. Any Clause of tender document which is not covered under this LOI shall deemed to form the integral part of this LOI and it will be presumed that you have deemed agreed to render manpower service in conformity with respect to the provisions of tender document.

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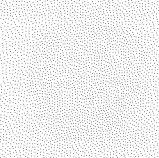
You are requested to convey your acceptance and submit the following documents:-

1. Security deposit of Rs. 01 Lac in the shape of "Deposit At Call" pledged in favour of "IIT Ropar Revenue Account" payable at Ropar'
2. Bank Guarantee of Rs. 40 Lakhs in the name of "Registrar IIT Ropar" payable at Ropar' equivalent to 02 months salary i.e. 02 Bank Guarantees of Rs. 20 Lakhs each from Nationalised Bank on the award of contract. The Performance Guarantee from any Nationalised Bank should be valid up to 3 months beyond the date of expiry of the contract.
3. A fidelity bond of Rs. 5.00 lacs issued by a reputed Insurance Company against any loss caused to the institute by the employees deployed by you.
4. Agreement on non-judicial stamp paper of requisite value for providing the above services.

Your acceptance alongwith above documents should be delivered in the office of the Registrar, IIT Ropar positively by 21.12.2020 and necessary arrangements for taking up the contract w.e.f. 01.01.2021 with full manpower may be made on priority basis. Kindly acknowledge the receipt of this letter by return mail.


(Lagvish Kumar)
Joint Registrar

Copy to: 1) DR, Establishment with the request to co-ordinate with agency regarding statutorily requirements.
2) AR, Accounts



[Faint handwritten text, possibly a signature or initials.]