



# **INDIAN ACADEMY OF HIGHWAY ENGINEERS (IAHE)**

MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA  
A-5, SECTOR-62, NOIDA  
U.P. - 201 301.

**PHONE: 0120-2400085 FAX: 0120-2400087**

**TENDER FOR PROVIDING MANPOWER AT IAHE**

**December 2013**



## INDIAN ACADEMY OF HIGHWAY ENGINEERS

Ministry of Road Transport & Highways

A-5, Sector-62, NOIDA – 201301 U.P.

Phone: 0120-2400085 Fax: 0120-2400087.

### TENDER NOTICE

The **INDIAN ACADEMY OF HIGHWAY ENGINEERS (IAHE)** is a registered Society under the administrative control of Ministry of Road Transport & Highways (M/o RT&H), Govt. of India. A collaborative body of the Central and State Governments, IAHE was set up in the year 1983 with the primary objective to fulfill the long standing need for training of Highway Engineers at the entry level and during the service at all the levels. This academy has been functioning efficiently for 30 years and now functioning efficiently from its own campus developed in 10 acres of land at A-5, Institutional Area, Sector-62, NH-24 Bypass, NOIDA (UP) w.e.f. 01.10.2001.

Offers in sealed cover are invited from reputed, experienced and financially sound Manpower Agencies/Firms/Companies **to enter into a Contract** for providing various types of Manpower to IAHE for an initial period of 12-months which is further extendable for two more years , year by year based on satisfactory provision of Services . Some personnel namely Assistant Manager(IT), Stenographers, Accountants and Office Assistants are to be provided on contract at fixed remunerations as per requirement of IAHE which shall be specified from time to time . Other Personnel like Supervisors, Electricians, Plumber, Hostel Caretaker/ Hostel Assistants, Lab Assistants, Gardeners, Housekeepers ,Multitasking Staff, Carpenter and Mason are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi. The detailed terms and conditions may be seen on Institute's website [www.iahe.org.in](http://www.iahe.org.in) w.e.f 20.12.2013 onwards. The tenders can be downloaded from the Institute's website(in which case Tender Fee of Rs 1000/- in the form of a demand draft is to be submitted to IAHE at the time of submission of Bids) and can also be purchased from IAHE on payment of a non-refundable tender fee of Rs.1000 /- (including UP VAT) in form of a demand draft during office hours (10.00 AM to 05.00 PM) up to **14.01.2014**. **The last date for submission of tenders & opening of the same will be on 16.01.2014 at 3.00 PM and 3.30 PM respectively.**

Director

**INDIAN ACADEMY OF HIGHWAY ENGINEERS**  
**(Ministry of Road Transport & Highway, Govt. of India)**  
**Noida, U.P.**  
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**Dated: 20.12.2013**

**Notice Inviting Tender**

I. Sealed Tenders are invited under Two-Bid System, i.e., Technical Bid and Financial Bid by the Director, IAHE from reputed, experienced and financially sound Manpower Agencies/Firms/Companies to enter into a Contract for providing various types of Manpower / Personnel to INDIAN ACADEMY OF HIGHWAY ENGINEERS (IAHE), Noida for an initial period of one year which is further extendable for two more years , year by year based on satisfactory provision of Services.

**II. Schedule:-**

SI No	Description	Date & Time
i	Sale of Tender Documents	20.12.13 (10.00 am)-14.01.14 (4.00 pm)
ii	Last date & time for Deposit of Tenders	16.01.2014 (3 .00 p.m)
iii.	Date & time for opening of Technical Bid	16.01.2014 (3.30 p.m)
iv	Pre-Bid Meeting	30.12.2013 ( 3.00 p.m)
iv	Place of opening of the Tender	IAHE, Noida
v.	Date and Time for opening of Financial Bids for technically qualified bidders	To be decided by IAHE and intimated to the responsive bidders
vi	Validity of tenders	120days from the last date of submission of Tenders

III. Tender documents can be obtained from the Reception of IAHE, A-5, Sector-62 Noida either on payment of Rs 1000 (Rupees One thousand only) including UP VAT in the form of a Demand Draft in favor of INDIAN ACADEMY OF HIGHWAY ENGINEERS or on payment of cash on all working days from 20.12.2013 to 14.01.2013 between 10.00 am to 5.00 pm. The tender documents can also be downloaded from the website of the Institute, [www.iahe.org.in](http://www.iahe.org.in) and can be submitted along with a demand draft of Rs.1000 /-in favour of INDIAN ACADEMY OF HIGHWAY ENGINEERS, Noida towards the cost of tender documents.

IV. Tenders should be addressed to the following

**Director,**  
**Indian Academy of Highway Engineers (IAHE)**  
**Plot no –A-5, Sector-62 , Noida -201301 (U.P)**  
**Phone: 0120-2400085 Fax: 0120-2400087**

V. The interested and eligible Companies/Firms/Agencies may submit their tender document, complete in all respect, along with the Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) and other requisite documents by 16.01.2014 upto 3.00 p.m. in the Tender Box kept at IAHE Reception. The tenders shall not be entertained after this deadline under any circumstances, whatsoever.

VI. The IAHE reserves the right to amend /withdraw any of the terms and conditions in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reasons thereof. The decision of the Director, IAHE in this regard shall be final and binding.

**Director**  
**IAHE**

1. **Scope of Work and General Instructions for Tenderers.**

- i. The IAHE requires the services of a reputed, well established and financially sound Agency/Firm/Company for providing various types of Manpower to IAHE(as per bill of quantities) for an initial period of 12-months ( one year) which is further extendable for two more years , year by year based on satisfactory provision of Services. Some personnel namely Assistant Manager(IT), Stenographers, Accountants and Office Assistants are to be provided on contract at fixed remunerations as per requirement of IAHE which shall be specified from time to time **who are to be supplied and deployed within one month of requisition by IAHE.** Other Personnel like Supervisors, Electricians, Plumber, Hostel Caretaker/ Hostel Assistants, Lab Assistants, Gardeners, Housekeepers and Multitasking Staff are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi. However, the actual numbers of personnel may vary from time to time depending on the requirement of the Institute ,the contractor has to supply the personnel as per the actual requirement to be intimated to him at the rates quoted by him .The contractor shall be responsible for management of manpower supplied by him including arranging timely arrival at duty place, punctuality in payment to the manpower in compliance with the statutory requirements and other terms & conditions of the tender.
- ii. The period of the contract shall be for an initial period of one year which is further extendable for two more years , year by year based on satisfactory provision of Services. However, the contract may be curtailed /terminated before the contract period in case of deficiency in service including Non Supply of requisite Personnel within the stipulated period or substandard quality of personnel deployed by the Agency/Firm/Company. The Institute also reserves the right to terminate the contract at any time after giving **three months notice** to the selected Agency/Firm/Company. Similarly, the selected Agency/Firm/Company should give three months notice to IAHE in case it wants to discontinue the services .
- iii. This Institute requires Manpower of various categories as per details given at **Annexure-I** .
- iv. The interested Agency/Firm/Company may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) Rs. 1.00 lakh (Rupees one Lakh only) in favour of the INDIAN ACADEMY OF HIGHWAY ENGINEERS, Noida.
- v. The tender have been invited under two-bid system, i.e., Technical Bid and Financial Bid. The interested Agencies/Firms/Companies are advised to submit two separate sealed envelopes clearly super-scribing "**Technical Bid**" for providing Manpower at IAHE and "**Financial Bid**" for providing Manpower at IAHE . Both the sealed envelopes should be kept in a third sealed envelope super-scribing "**Tender for providing Manpower at IAHE**".
- vi. The Earnest Money Deposit (EMD) of Rs 1.00 lakh (Rupees One Lakh only) should necessarily be accompanied with the Technical Bid of the Company/Firm/Agency in the form of a Demand Draft/Pay Order from any of the Nationalized/ Scheduled Bank drawn in favour of the 'INDIAN ACADEMY OF HIGHWAY ENGINEERS', Noida and valid for a period of 120 days. **Bids not accompanied by either the requisite Tender Fee (if Tender Document is downloaded) and the Earnest Money of the requisite amount with proper validity will be summarily rejected.**

- vii. The successful bidder will have to deposit a Performance Security Deposit of **Rs 5,00,000/- (Rupees five lakhs only)** within 15 days from the date of issue of Work Order by IAHE. The Performance Security Deposit will be furnished in the form of a Bank Guarantee or a Demand Draft drawn in favour of the INDIAN ACADEMY OF HIGHWAY ENGINEERS, Noida. The Bank Guarantee shall be in the prescribed format as given at **Appendix-1**.
- viii. The performance security **should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations under the contract** and should be renewed from time to time, as the case may be.
- ix. The tendering Agency/Firm/Company is required to enclose attested/ duly **authenticated photocopies of the following documents** along with the **Technical Bid (Annex-II, IIA and IIB)** failing which their bids shall be summarily rejected and will not be considered further :-
  - (a) PAN/GIR No.
  - (b) Service Tax Registration No.
  - (c) E.P.F. Registration No.
  - (d) E.S.I. Registration No.
  - (e) Registration of the firm with the concerned registering authority of the Government.
  - (f) Attested photocopy of an Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU
  - (g) **Annexure-IV** pertaining to Declaration about Fraud and Corrupt Practices
  - (h) **Proper Power of Attorney (duly notarized)** in the name of the Authorized signatory (who shall sign both the Technical Bid and Financial Bid)
  - (i) EMD of Rs 1.00 lakh and tender Fee of Rs 1000/- (if required) in the form as specified by IAHE

## 2. Preparation and submission of Bids

- (i) Bids shall consist of 2 parts . Technical Bid and Financial Bid. **Format for Technical Bid** is as given at Annexure-II. **Details of Work Experience as given at Annexure-IIA and Financial Data as mentioned at Annexure-IIB shall form a part of the Technical Bid . Format of Financial Bid** is at Annexure-III. Technical Bid and Financial Bid should be filled up in the prescribed format only.

Firms are advised to submit two separate sealed envelopes clearly super-scribing "**Technical Bid**" for providing Manpower at IAHE and "**Financial Bid**" for providing Manpower at IAHE . Both the sealed envelopes should be kept in a third sealed envelope super-scribing "**Tender for providing Manpower at IAHE**".

- (ii) Attested photocopy of an Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU shall be enclosed along with the **Technical Bid .Annexure-IV** pertaining to Declaration about Fraud and Corrupt Practices shall also be enclosed with the Technical Bid.

- (iii) The Envelope containing the Technical Bid shall not contain any information about the Financial Bid. If any information about Financial Bid has been found in the envelope containing the Technical Bid , the bid of the firm shall be cancelled .
- (iv) **Conditions/Deviations-** no conditions/deviations which is either additional or in modification of the tender conditions shall be included in the tender, if the tender contains any such conditions or deviation from the tender conditions bids shall not be considered and will be **out rightly rejected** at the very first instance.
- (v) All entries in the tender form should be legible and filled clearly; if the space for furnishing information is insufficient a separate sheet may be attached. **No overwriting or cutting is permitted in the Technical & Financial Bids.** However, cuttings, if any, have to be initialed by the person authorized to sign the tender bids failing which the said bid will not be considered for evaluation. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Company/Firm/Agency.
- (vi) EMD of Rs 1.00 lakh and tender Fee of Rs 1000/- ( if required) in the form as specified by IAHE shall have to be submitted along with the Technical Bid and the same should be enclosed in the envelope containing the Technical Proposal.
- (vii) Both the **Technical Bid and Financial Bid shall have to be Hard Bound** (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. All pages of Technical Bid and Financial should be **signed by the Authorized Signatory of the Firm. Proper Power of Attorney ( duly notarized)** in the name of the Authorized signatory should also be enclosed along with the Technical Bid . The tender including Technical Bid and Financial Bid **shall have to be submitted to IAHE latest by 16.01.2014 ( upto 3.00 pm )**

### 3. Minimum Eligibility Criteria of Firms

Agency/Firm submitting the tender should meet the Minimum Eligibility Criteria as mentioned below.

#### (a) Financial Standings:

Average annual financial turnover during the last three financial years, ending March 31, 2013, i.e., 2010-11, 2011-12 and 2012-13, should be more than Rs. 5.00 Cr per annum. (Relevant Audited copies of the Annual Accounts to be enclosed).

**(b) Similar Work Experience:**

Experience of having successfully **provided Manpower ( Housekeeping/ Gardening/ Clerical/Technical )** in any Government Departments/PSUs /Banks or private sector enterprises of minimum aggregate value of Rs 150 lakhs (excluding service tax) ( per year ) during last 03 (three) years( 2010-11, 2011-12 and 2012-13 )

**(c)** The Service Provider Agency/Firm/Company should have at least 5 years' experience in **providing of Manpower ( Housekeeping/ Gardening/ Clerical/Technical )** in any Government Departments/PSUs /Banks or private sectors enterprises .

**4.** Pre-bid tender meeting- the pre-bid meeting will be held on date & time as specified in the NIT in the Institute premises.

**5. TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCY/FIRM/COMPANY**

The tendering Service Provider Agency/Firm/Company should fulfill the following technical specifications:

- (i)** The Registered Office or one of the Branch Offices of the Manpower Service Provider Agency/Firm/Company **should be located either in Delhi/New Delhi or in any of the satellite towns of Delhi ( Gurgaon, Ghaziabad, Noida and Faridabad)**
- (ii)** The Service Provider Agency/Firm/Company should be registered with the appropriate registration authority.
- (iii)** The Service Provider Agency/Firm/Company should have at least five years' experience in providing Manpower to Government Departments or Public Sector Companies/Banks or large reputed Private Sector etc.
- (iv)** The Manpower Service Provider Agency/Firm/Company should have its Account in the name of the Company/Firm/Agency in any Commercial Bank or in the name of the Proprietor in case of Proprietorship Firm..
- (v)** The Manpower Service Provider Agency/Firm/Company should have Pan No of the Income Tax Department and should be registered with the service tax department .
- (vi)** The Manpower Service Provider Agency/Firm/Company should be registered with appropriate authorities under Employee's Provident Fund and Employee's State Insurance Acts.

Attested copy of the above mentioned documents shall have to be submitted along with the technical bid.

Non-compliance with any of the above conditions by the Service Provider Agency/Firm/Company will amount to non-eligibility for the services for which tender has been floated and tender will be summarily rejected.

**6. Evaluation of Bids**

- (i)** Envelope containing Technical Bid shall be opened at first by the Evaluation Committee of IAHE in presence of representatives of bidders

who choose to attend. The Technical Bids shall be evaluated by the Committee and firms / service providers who satisfy the Minimum Eligibility criteria as mentioned at para 3 and the Technical requirements as given at para 5 above and who has submitted documents as required to be enclosed with the Technical Proposal including valid EMD ( of Rs 1 lakh) in the form as desired by IAHE and Tender Fee of Rs 1000/- in the format as desired by IAHE shall be declared Technically Qualified. Only those bidders who are Technically qualified shall be eligible for opening of the Financial Bids.

- (ii) Bidders whose Financial Bids are eligible for opening shall be informed about the venue, time and date of opening of Financial Bids. Financial Bids of Bidders who are Technically unqualified shall be returned after completion of the bidding process.
- (iii) The Financial Bids shall be opened by the evaluation committee in the presence of representatives of bidders who are Technically qualified ( who chose to attend the opening of Financial Bids)
- (iv) Proposals shall finally be ranked according to their **Financial Quote only**. The firm quoting **least Service Charges (including uniform allowance,Overhead and Profits)** in the format as given in the Financial Bid shall be ranked **L 1**.The L-1 bidder shall be declared as the successful Firm.
- (v) The Competent Authority, i.e., the Director, IAHE reserves the right to annul any or all the bids without assigning any reason.

## **7. Issue of Work Order and Signing of Contract Agreement.**

IAHE shall issue work order to the Successful Firm. On submission of the Performance Guarantee required as per tender and after verification of the Bank Guarantee submitted against Performance Security by IAHE , Contract Agreement shall be signed between the Successful Firm and IAHE . Draft Form of Contract Agreement is as given at **Appendix-2**

## **8. TERMS AND CONDITIONS**

### **A. General**

- i. The contract will commence after signing of the Contract from the stipulated date as specified by IAHE .It will initially continue for a period of 12 months which is further extendable for two more years , year by year based on satisfactory provision of Services. The period of contract may, however, be curtailed or terminated by IAHE owing to deficiency of service, sub-standard quality of the Security personnel deployed, breach of contract, reduction or cessation of the requirements of work, as the case may be.
- ii. The Manpower as quoted will be deployed in the premises of IAHE as per the IAHE working days, i.e., from Monday to Saturday from 09.00 hrs to 17.30 hrs with half an hour lunch break from 13.00 hrs to 13.30 hrs( except for manpower employed in shifts like Electrician and Hostel Assistant ). However, the Agency may be required to deploy such personnel, with payment of stipulated wages for the extra duty hours..Personnel can also be deployed during public holidays . **Minimum wages for duty on holidays and extra duty hours shall be as per Minimum wages as fixed by the Govt. of National**



**Capital Territory of Delhi in scheduled employment under Minimum Wages Act ( applicable from time to time).Failure on part of the Service Provider to pay the staff based on such minimum wages for duty during holidays and extra duty hours shall invite action against the Service Provider including Termination of the Contract .**

- iii. The Director, IAHE reserves the right to terminate the contract at any time after giving **three months notice** to the selected Agency/Firm/Company. Similarly, the selected Agency/Firm /Company should give three months notice to IAHE in case it wants to discontinue/terminate the services
- iv. The Contracting Agency/Firm/Company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency/Firm/Company, whatsoever.
- v. The Selected Agency/Firm /Company will be bound by the information furnished to IAHE at the time of submitting the tender or at subsequent stage. In case, any such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms and conditions of contract making it liable for legal action besides termination of contract.
- vi. **The Services providing Agency/Firm/Company shall furnish the following documents in respect of the personnel who will be deployed at IAHE, Noida before the commencement of work:**
  - a) List of persons shortlisted by the Agency for deployment in IAHE containing their full details such as date of birth, marital status, address, educational and professional qualification, experience etc.
  - b) Bio-data of the person with a photograph affixed.
  - c) Character Certificate from a Gazetted Officer of the Central/State Government.
- vii. In case, the person deployed by the successful Agency/Firm/ Company commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the successful Agency/Firm/Company will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by the IAHE with immediate effect.
- viii. The Service Provider shall provide identity cards to the personnel so deployed in IAHE carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.
- ix. The Service Provider shall ensure that any details of office, operational process, technical know-how, and

administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in IAHE.

- x. The Service Provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan / paan-masala and smoking of Bidi/Cigarettes, loitering without work etc.
- xi. The Agency/Firm/Company shall depute a Coordinator who would be responsible for immediate interaction with IAHE so that persons deployed by the Agency/Firm/Company could be availed without any disruption.
- xii. It will be the responsibility of the Service Providing Agency/Firm/Company to meet all other contingency expenses, i.e., uniform, quarter for staying etc in respect of the personnel deployed by the Agency in IAHE and IAHE will have no liabilities in this regard, whatsoever.
- xiii. The Service Providing Agency/Firm/Company shall be solely responsible for the redressal of grievances/resolution of disputes relating to Manpower personnel deployed in IAHE. The IAHE shall in no way, be responsible for settlement of such issues, whatsoever.
- xiv. The IAHE shall not be responsible for any damages, losses, claims, financial or other injury to any Manpower personnel deployed by the Agency/Firm/Company during the course of their performing the duties, or for any payment towards any compensation, as the case may be.
- xv. In case of termination of this contract on its expiry or otherwise, the security deployed by the Service Providing Agency/Firm/Company shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in IAHE.

## **B. FRAUD AND CORRUPT PRACTICES**

1. The Agency/Firm/Company and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, IAHE may reject the bid without being liable in any manner, whatsoever, to the Agency/Firm/Company, if it determines that the Company/Firm/ Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the said Company/Firm/ Agency shall not be eligible to participate in any tender issued by IAHE for a period of 2 (two) years from the date such Company/Firm/ Agency is found/declared guilty by IAHE.

For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the LOA or after the executive of the Agreement, as the case may be, any person in respect of any matter relating to this contract or the LOA or the Agreement, who at any time has been or is legal, financial or technical advisor of the Authority in relation to any matter concerning the said contract;
- b) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “ Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding process;
- d) “Undesirable Practice” means(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of Interest; and
- e) ‘Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Agency/Firm/Company with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

### C. LEGAL

- i. The Service provider shall have to pay salaries to the personnel engaged by them at IAHE which should not be less than the **Minimum wages as fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act**. The Service provider shall also be responsible to pay revised salaries to its employees (engaged by them at IAHE)whenever revision of Minimum wages are affected by the Government of National Capital Territory of Delhi under the minimum wages act so that the salary paid by them is not less than the Minimum Wages as fixed by the Government of National Capital Territory of Delhi at any point of time .**Responsibility of informing IAHE about the revision of the minimum wages as mentioned above lies with the service provider.**
- ii. The Service Provider shall be responsible for compliance of all statutory provisions relating, Employees Provident Fund (EPF), Service tax and Employees State Insurance Act (ESI) etc. in respect of the manpower deployed in IAHE.
- iii. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IAHE to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.

iv. In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IAHE is put to any loss, obligation- monetary or otherwise, IAHE will be entitled to get itself reimbursed out of the outstanding bills of the Agency/Firm/Company or to encash the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

v. All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by IAHE. The decision/award shall be final and binding on both the parties. The Arbitration shall be governed under the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. The venue of arbitration will be Noida/Delhi.

vi. The Institute reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

#### **D. FINANCIAL**

i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs 1.00 lakh (Rupees One Lakh only), in the form of a Demand Draft/ Pay Order drawn in favour of 'INDIAN ACADEMY OF HIGHWAY ENGINEERS', payable at Noida/Delhi failing which the tender shall be rejected out rightly.

ii. The EMD in respect of the Agency/Firm/Company which does not qualify the Technical Bid (First Stage) and unsuccessful bidders shall be returned without any interest.

iii. Further, if the Agency finally selected fails to enter into contract/deposit the requisite amount of performance security, within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

iv. **Bids, offering rates which are lower than the minimum wages (as fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act) for respective categories will be rejected.** The minimum wages applicable on the last date of submission of tender will be considered for evaluation. The bids submitted on the basis of the old minimum wages rates will be summarily rejected.

v. The successful Bidder/Firm will have to deposit a Performance Security Deposit for an amount of Rs 5,00,000/- (Rupees Five Lakhs only) t, within 15 days of issue of the Work order. The Performance Security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of INDIAN ACADEMY OF HIGHWAY ENGINEERS, Noida or Fixed Deposit Receipt (FDR) from a Commercial Bank. The Performance Security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended contract period, if any.

- vi. In case of breach of any terms and conditions stipulated in the contract the Performance Security Deposit of the Agency will be liable to be forfeited by IAHE besides annulment of the contract.
- vii. The Agency/Firm/Company shall disburse the remuneration to the deployed manpower for the preceding month latest by 10<sup>th</sup> of the following month .The bill, in triplicate shall be submitted along with the attendance sheet to IAHE. The Institute will release the payment within 15-days from the date of submission of pre-receipted bills complete in all respect along with the supporting documents.
- viii. The Claims in bills regarding Employees State Insurance, Provident Fund, etc. should necessarily be accompanied with documentary proof of having deposited these statutory charges pertaining to the month's bill. A proportionate amount of the bill/ whole of the bill amount shall be withheld till such time the necessary documentary proof is furnished.
- ix. **Employer contribution towards EPF and ESI** as per applicable rates for the 2<sup>nd</sup> and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month. **Service Tax** Shall to be deposited by the Service Provider as per Govt norms from time to time to the relevant Government Authorities . Service tax shall be reimbursed by IAHE on submission of Challan (proof of deposition of Service tax to the relevant authorities) by the Service provider as per Government norms pertaining to Service tax from time to time
- x. Clarifications on the tender documents – While all efforts have been made to avoid errors in the document, the bidders are advised to check the same carefully and seek clarifications within in the scheduled period. No claim on account of any error detected in the tender documents shall be entertained.

**(E) Penalties:**

In the event of any complaint and /or non fulfillment of any of the terms of the agreement regarding indiscipline, misbehavior missing from the duty point etc., the Institute may impose fine not exceeding Rs.10,000/- (Rupees Ten Thousand only) for any one of the above mentioned act depending upon the its nature and the fine so imposed shall be recovered by deducting the amount from the pending bills or otherwise including security deposit submitted for this purpose. A written complaint from any Officer of IAHE will be valid document for accepting the complaint. It will be the responsibility of the contractor to prove it to the entire satisfaction of the Institute that penalties need not to be imposed. The decision of the Institute in this regards will be final and binding to the contractor.

**Details of Manpower required by IAHE****A) On contract as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act**

Sl. No.	Name of the Services post	No. of posts	Category as Minimum Wages Act	Minimum Educational Qualification & Experience	Maximum Age
1	Supervisor	2 (Housekeeping-1, Gardening -1)	Skilled	10+2 from a recognized Board with 3 years experience in supervision of House Keeping/ Gardening)	55 yrs
2	Lab Assistant	3	Skilled	10+2 (science) or Matriculation with certificate from ITI in any in any subject related to Civil Engineering from a recognized institute / Board	55 yrs
3	Electrician	3 (one for each shift of 8 hrs round the clock)	Skilled	Certificate from ITI in Electrical /HVAC/Wiring with 3 years experience in relevant field	55 yrs
4	Plumber	1	Skilled	3 years experience in relevant field	55 yrs
5	Hostel Assistant	3 (one for each shift of 8 hrs round the clock)	Matriculation but not Graduate	Matriculation with 1yr experience in relevant field	55 yrs
6	Gardener	8	Semi Skilled	3 years experience in relevant field	55 yrs
7	House Keeper	10	unskilled	-	55 yrs
8	Multi Tasking Staff	4	Non Matriculate	-	55 yrs
9	Carpenter**	As per requirement	Skilled	3 years experience in relevant field	55yrs
10	Mason**	As per requirement	Skilled	3 years experience in relevant field	55yrs

\*\* shall be employed on daily basis as and when required by IAHE.

**Details of Manpower required by IAHE**

**B) On contract at fixed rates decided by IAHE**

IAHE may require supervisory or managerial personnel for office work .Some these personnel are Asst Manager (IT) ,Senior Administrative/Accounts/Finance Personnel, Accountants, Office Assistant , Stenographers etc and they are to be appointed on contract at fixed rates decided by IAHE. Fixed Salary for Asst Manager (IT) and Senior Administrative/Accounts/Finance Personnel are RS 40,000/- per person per month and Rs 30,000/- per person per month respectively. For others (.Accountants, Office Assistant , Stenographers etc ) the fixed salary is Rs 20,000/- per person per month. The actual requirement of these Contract Staff ( at fixed rates as mentioned above), their minimum qualification requirements etc shall be intimated by IAHE from time to time as and when the requirement arises. Such personnel as per specified qualification should be supplied within a month of requisition of such personnel. **Fixed salaries as decided by IAHE for these personnel are all inclusive and no amount shall be paid over and above these fixed rates.(except Service Charge and Service Tax)**

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**For Providing manpower at IAHE, NOIDA.**

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of proprietor/Director of Agency/Firm/Company	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5.	Banker of Agency/Firm/Company with full address (Attach certified copies of statement of the Annual Accounts for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	Documents showing Experience of having successfully provided Manpower ( Housekeeping/ Gardening/ Clerical/Technical ) in any Government Departments/PSUs /Banks or private sector enterprises of <b>minimum aggregate value of Rs 150 lakhs</b> (excluding service tax) (in any year ) during last 03 (three) years (2010-11, 2011-12, 2012-13 )	
11.	Give details of the major contracts handled by the Tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last Five years in the following format. Attested copies of work orders may also be attached.	
12.	Affidavit stating that the Agency/Firm/Company is not / has not been black listed by Central / State Government / PSU (Attach copy)	
13.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-IV)	
14.	Details of Earnest Money Deposit Amount.	
15.	List of other clients(copies of work orders have to be furnished)	

Signature of authorized person

Date  
Place:Name:  
Seal:



**DECLARATION**

I, \_\_\_\_\_ Son / Daughter /  
Wife of Shri \_\_\_\_\_ Proprietor/Director/  
authorized signatory of the Company/Firm/Agency, 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 and  
do undertake to abide by the same;

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

Full Name:

Seal:

Date:

Place:

1. Details of work Experience for the year 2010-2011

Name of the Firm:

SN	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2010-11 (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred )				
9	Contact Details of Clients including Phone no & address for further enquiry				

**Total Fees received during 2010-11 (excluding service tax) =** Total Fees received (as per Sl no. 7 in the table above)during 2010-11 for ( Work 1+ Work 2 + Work 3 + Work 4 + -----) = Rupees \_\_\_\_\_

**Note:**

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2010-11)

2. Details of work Experience for the year 2011-2012

Name of the Firm:

SN	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2011-12 (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred )				
9	Contact Details of Clients including Phone no & address for further enquiry				

**Total Fees received during 2011-12 (excluding service tax) =** Total Fees received (as per Sl no. 7 in the table above)during 2011-12 for ( Work 1+ Work 2 + Work 3 + Work 4 + -----) = Rupees \_\_\_\_\_

**Note:**

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2011-12)

3. Details of work Experience for the year 2012-2013

Name of the Firm:

SN	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2012-13 (in Rs) (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred )				
9	Contact Details of Clients including Phone no & address for further enquiry				

**Total Fees received during 2012-13 (excluding service tax)** = Total Fees received (as per Sl no. 7 in the table above)during 2012-13 for ( Work 1+ Work 2 + Work 3 + Work 4 + -----) = Rupees \_\_\_\_\_

**Note:**

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2012-13)

**Note:**

- 1.** Only the value of contract as executed by the firm in its own name should be indicated. **All the pages of the Technical Bid are to be numbered continuously and page no is to be referred under the reference column**
  
- 2.** All the details should be supported by documentary proof, i.e., **clients certificates** clearly indicating the required details as number of different categories of manpower supplied, commencement and actual completion date and contract amount payable **and payments made to the Manpower Service provider during at particular year i.e. 2010-11, 2011-12, 2012-13 ( wherever applicable)** etc., in addition they will be required to submit list showing name & address, category of manpower supplied and ESI, PF challan in support of the work experience.
  
- 3.** **The experience of the Principal Firm / Agency will only be considered** for evaluation of Tender. The experience of any Strategic alliance / partnership firm etc, will not be considered for evaluation

**Financial Data****Name of the tenderer:****All amount in Rupees in Lakh**

<b>SN</b>	<b>Description</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
<b>1.</b>	<b>Annual Turnover</b>			

**NOTE:**

- 1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial year, as indicated above.**
- 2. The financial data in above prescribed Performa shall be certified by Chartered Accountant/Company Auditor under his signature & stamp.**
- 3. The Annual Turnover of the Principal Firm / Agency will only be considered for evaluation of Tender. The Annual Turnover of any Strategic alliance / partnership firm etc, will not be considered for evaluation**

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

**For providing Manpower at IAHE, NOIDA .**

**1. FINANCIAL BID SUBMISSION FORM**

**FROM : (Name of Firm)**

**TO :**

Indian Academy of Highway Engineers (IAHE),  
Plot No-A-5, Sector-62 , Noida- 201301 (U.P)

**Subject :Tender for providing Manpower to IAHE**

I, the undersigned, offer to provide Services to provide Manpower to IAHE in accordance with your Tender [Dated 20.12.2013 ]. Our **Services Charges** including uniform allowance ,Overhead & Profit is (in figures) \_\_\_\_\_% **(Percentage)** ( in words \_\_\_\_\_Percent) over and above the **Total cost per month excluding service charges and Service tax (D** as given at para 2.3 below)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date \_\_\_\_\_ ].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

I remain,

Yours Sincerely,

**Managing Director/Head of the  
firm/Authorised Representative of  
the firm** Name of the firm  
Address

FINANCIAL BID

**2.1 Summary of Estimated cost for providing Manpower to be provided on contract as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act**

The monthly remuneration per person per month should be as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act as per order dated 03.10.2013 of Labour Department of Govt of NCT of Delhi. The details of manpower and their number have been indicated at Column 2 and Column 4 respectively. Monthly Remuneration for various categories as per Minimum Wages Act as per order dated 03.10.2013 of Labour Department of Govt of NCT of Delhi ) is at column 3.

S.N	Name , Category and No. of Posts	Monthly Remuneration per person per month as per present order cited above (in Rs)	No of Persons	Total Monthly Remuneration ( No of posts x entry at column 3) (in Rs)	All statutory charges, as applicable like ESI & EPF (in Rs)	Remarks	
1	2	3	4	5	5	6	
1.	<b>Supervisor</b> Category- Skilled	9802.00	2	19,604.00	<b>Not to be quoted.</b>  Such charges shall be paid by IAHE as per Govt Norms. Service Provider has to deposit the contribution of the employee ( to be deducted from Salary) and employer ( to be paid by IAHE) to the concerned department		
2.	<b>Lab Assistant</b> Category- Skilled	9802.00	3	29,406.00			
3.	<b>Electrician</b> Category- Skilled	9802.00	3	29,406.00			
4.	<b>Plumber</b> Category- Skilled	9802.00	1	9,802.00			
5	<b>Hostel Assistant</b> Category- Matriculate but not Graduate	9802.00	3	29,406.00			
6	<b>Gardener</b> Category- Semi Skilled	8918.00	8	71,344.00			
7	<b>House Keeper</b> Category- Unskilled	8086.00	10	80,860.00			
8	<b>Multi Tasking Staff</b> Category- Non Matriculate	8918.00	11	35,672.00			
9	<b>Carpenter</b> Category- Skilled	377.00 per day	--	---			As and when required by IAHE from time to time
10	<b>Mason</b> Category- Skilled	377.00 per day	---	---			As and when required by IAHE from time to time



**FINANCIAL BID**

**2.2 Manpower to be provided on contract at fixed rates decided by IAHE**

IAHE may require supervisory or managerial personnel for office work .Some these personnel are Asst Manager (IT) ,Senior Administrative/Accounts/Finance Personnel, Accountants, Office Assistant , Stenographers etc and they are to be appointed on contract at fixed rates decided by IAHE. Fixed Salary for Asst Manager (IT) and Senior Administrative/Accounts/Finance Personnel are RS 40,000/- per person per month and Rs 30,000/- per person per month respectively. For others (.Accountants, Office Assistant , Stenographers etc ) the fixed salary is Rs 20,000/- per person per month. The actual requirement of these Contract Staff ( at fixed rates as mentioned above), their minimum qualification requirements etc shall be intimated by IAHE from time to time as and when the requirement arises. Such personnel as per specified qualification should be supplied within a month of requisition of such personnel. **Fixed salaries as decided by IAHE for these personnel are all inclusive and no amount shall be paid over and above these fixed rates (except Service Charges and Service Tax).**

**2.3 Total cost of providing Manpower per month** would be calculated as per following methodology

A= Total Monthly Remuneration of personnel paid as per Minimum wages (i.e. Minimum wages x No of personnel which as mentioned at column no 5 of table at para 2.1 above )

B= Total Monthly Remuneration of personnel paid as per fixed rate

C= Employer contribution towards EPF and ESI as per applicable rates (as percentages of A) and rules valid from time to time

**D= Total cost per month excluding service charges and Service tax = A + B + C**

**E = Contractor's Service Charges** including uniform allowance ,Overhead & Profit (As a percentage of D)

F= Total cost per month including Service charges = D+ [( D)x (E/100)]

G= Service tax as percentage of F (as per relevant guidelines existing from time to time)

**H= Total Cost Per Month = F + [( F)x (G/100)]**

**Note:-**

(i) **Employer contribution towards EPF and ESI** as per applicable rates for the 2<sup>nd</sup> and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month

(ii) **Service Tax** Shall to be deposited by the Service Provider as per Govt norms from time to time to the relevant Government Authorities . Service tax shall be reimbursed by IAHE on submission of Challan (proof of deposition of Service tax to the relevant authorities) by the Service provider as per Government norms pertaining to Service tax from time to time.

FINANCIAL BID

- 2.4 Bidders are only to quote the Service Charges** including uniform allowance ,Overhead & Profit as a **percentage of D** (as mentioned at para 2.3 above )
3. The quoted rates shall be valid for 120 days from the last date of submission of tender.
  4. If the wages are revised subsequently by the Govt of NCT Delhi , the incremental wages (only for wages component excluding any other charges), if applicable, will be provided on submission of necessary circulars/orders of the Government along with the revised calculation sheets. **Responsibility of informing IAHE about the revision of the minimum wages as mentioned above lies with the service provider.**
  5. The offer/bid which is not in compliance with the Minimum Wages Act and any other labour laws will be treated as invalid.
  6. The contract is initially for one year which is further extendable for two more years , year by year based on satisfactory provision of Services
  7. The number of manpower shown above is indicative and actual number may vary.

Signature of Managing Director/  
Head of the firm/Authorised Representative

Full Name:  
Seal:

Date:

Place:

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal

PROFORMA FOR PERFORMANCE BANK GUARANTEE  
(On stamp paper of appropriate value from any Nationalized Bank)

To,  
Director,  
INDIAN ACADEMY OF HIGHWAY ENGINEERS  
Plot No. A – 5, Sector – 62,  
NOIDA – 201 301.

Dear Sir,

In consideration of INDIAN ACADEMY OF HIGHWAY ENGINEERS (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alia, of the IAHE's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs5,00,000/- (Rupees Five Lakhs only)

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. ..../- (Rupees.....only).
2. We ..... Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of

suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We. ....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein before, our liability under this guarantee is \_\_\_\_\_ restricted \_\_\_\_\_ to \_\_\_\_\_ Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 15 months i.e. upto 3 months beyond the expiry of contract of 12 months.

Dated .....day of .....20 .. .

For and on behalf of Bank.

Designation and name of Bank Official(with Bank Stamp)

**Draft Form of Contract**

**AGREEMENT of Contract for Providing the Manpower in IAHE**

This agreement made on the ..... Day of \_\_\_\_\_ Month Year Two Thousand Thirteen between the INDIAN ACADEMY OF HIGHWAY ENGINEERS, Plot No. A-5, Sector-62, NOIDA, (hereinafter called "IAHE") of the one part, which expression shall include his successors and assigns and **M/s** ..... (**herein after called "The contractor"**) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas IAHE is desirous of hiring of contractual which should be deployed by the Contractor, **viz** "....." etc.in IAHE Campus and has accepted a Bid of the Contractor for the execution and deployment of Security personnel therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a- Tender No. ....
  - b- IAHE's Work Order No.....
  - c- Performance Security
3. In consideration of the payment to be made by the IAHE to the contractor as hereinafter mentioned, the Contractor hereby covenants with IAHE to execute and deployment of contractual manpower and remedy any defects therein in conformity in all respect with the provisions of this agreement.
4. The INDIAN ACADEMY OF HIGHWAY ENGINEERS hereby covenants to pay the Contractor in consideration of the execution and deployment of contractual manpower and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.
5. Obligations of the Contractor – The contractor shall ensure full compliance of tax laws of the India with regards to this agreement and shall be solely responsible for the same. The contractor shall submit the copies of acknowledgements evidencing filling of returns every year, receipt of all statutory obligations month wise and shall keep the employer

fully indemnified against liability of tax, interest, penalties etc. of the contractor in respect thereof, which may arise.

6. The court at the Delhi/New Delhi shall be the exclusively jurisdictions for all dispute arising out of this agreements between the parties.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said

Binding signature for and on behalf of  
INDIAN ACADEMY OF HIGHWAY ENGINEERS,  
NOIDA.

\_\_\_\_\_

Binding Signature for and on behalf of  
The Service Provider

\_\_\_\_\_

In the presence of

Witness (1):

Witness (2):

