e-Tender Notice No.
Date of Release of e-Tender:
Pre-Bid Meeting/Responses of the queries by Prospective Bidders:
Last Date of receipt of e-Tender Bids:

Registrar
National Institute of Technology
Hamirpur (HP) -177005

National Institute of Technology Hamirpur

https://nith.ac.in/

राष्ट्रीय प्रौद्योगिकी संस्थान हमीरपुर
हमीरपुर (हि.प्र.)-177005
NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR
HAMIRPUR (H.P.)-177005
[An Institute of National Importance under Ministry of Education (शिक्षा मंत्रालय)]

BID TERMS REGARDING TENDER

National Institute of Technology Hamirpur intends to hire the services of well-established and Professional agencies/ Labour Contractors for providing Outsourced Multi-Tasking Services (Unskilled/Semi-Skilled/Skilled/Highly Skilled) initially for One Year which may further be renewed based on performance upto Maximum of Three Years. The selected bidder will be responsible to provide the requisite manpower as per the details below.

Total Number of Manpower Required	Skill Type	Desired Qualification and Experience
271 (Approx.) (Institute Area= 209 Nos.) (Hostel Area= 62 Nos.) (10% Variation may occur during currency of contract)	Unskilled, Semi-Skilled, Skilled, Highly Skilled	As Mentioned under Table-I, II

Bids are invited through GeM for Annual Contract of hiring the services of Outsourced Multi-Tasking Staff from prospective Professional agencies/ Labour Contractors by due date notified on GeM.

The required Service Description/Job Specifications, Skill Type, Nature/Scope of Work, Eligibility Criteria, Terms and Conditions are the part of Bid Document.

30/9/26
Registrar, NITH

A. **ELIGIBILITY CRITERIA:** All bidders must meet the following eligibility and pre-qualification criteria before applying for the bid. Bidders fulfilling the criteria shall enclose supporting documents along with the Technical Bid. Any bidder not fulfilling any of the criteria duly supported by the indicated documents, shall be out rightly rejected, and the bid shall not be considered for further evaluation.

Sr. No.	Criteria	Documents
1	The bidder shall be a firm/company/ partnership/proprietorship registered under the Companies Act, 1956 or Companies Act, 2013 or the Partnership Act, 1932, as applicable, and shall have its registered office in India.	Copy of Certificate of Incorporation and/or Partnership Deed / Registration Certificate, as applicable.
2	The bidder should be engaged in the business of providing Manpower Outsourcing Multi-Tasking Services for a minimum **period of 8 years** as on 31.03.2026	Bids from firms not meeting this criterion shall not be considered. Relevant Work Orders executed as documentary proof along with Registration Certificate indicating date of establishment.
3	The bidder should have a minimum average annual turnover of ₹ 15.00 Crore during the last three (03) financial years, exclusively from providing Manpower Outsourcing Multi-Tasking Services. The last financial year shall be considered as the year ending 31.03.2026.	Turnover certificates should be duly certified by CA on their letterhead along with UDIN and three years ITRs.
4	The bidder must be a profitable firm/company/partnership/proprietorship and should not have incurred losses in any of the last three consecutive financial years, (FY 2023-24, 2024-25 and 2025-26).	Audited Profit & Loss Statements certified by a Chartered Accountant / Net worth for last 3financial years certified by the CA on their letterhead indicating UDIN.
5	The bidder should be registered with Income Tax and Goods & Services Tax (GST).	a) Self-attested copy of PAN b) Self-attested copy of GST Registration
6	The bidder should be registered with appropriate authorities under the Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) Acts or any other Labour Laws applicable under the Contract Labour (Regulation and Abolition) Act.	a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the

		Employee's State Insurance registration letter / certificate. (C) Attested copy of Labour License issued by Labour Commissioner or Competent Authority.
7	The bidder or any of its partners/directors shall not have been blacklisted or debarred by any Government organization/department and shall not have been convicted of moral turpitude, economic offences or violation of Labour Laws by any competent authority or court.	An affidavit to this effect on non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only) duly notarized shall be enclosed.
8	The bidder shall have a proven track record of providing annual Manpower Outsourcing Multi-Tasking Services to centrally/ state funded Educational Institutes/ Universities/ NITs/ IITs. The bidder must have successfully executed any one of following in **last eight financial years** (i.e., from Financial Year 2018–19 to 2025–26), where: • The bidder must have deployment of 200 or more persons for at least 03 years in a single establishment out of any of the above mentioned universities/institutes during last eight years ***Or*** • Alternatively, the bidder must have deployed at least 100 personnel in a single establishment within any of the aforementioned universities/institutes for a minimum of 6 out of the last 8 years. Additionally, the total number of personnel deployed across different institutes in any single year during those 6 years must not be less than 200.	Certified Work orders for award of Manpower Outsourcing Services in support of past orders / Contracts with Government clients / Public Sector Undertakings / Central & State Government Educational Institutes of repute. To verify the successful completion of manpower outsourcing services, the Contractor must provide completion certificates issued by the relevant authorities.
9	**Integrity Pact:** The bidder must submit Integrity Pact (Bids submitted without Integrity Pact before due date will be rejected)	The bidder must submit/upload the Integrity Pact as per **annexure-I** along with their Technical Bid.
10	The bidder must upload properly indexed/page numbered signed tender documents (Bids submitted without signed tender document from authorized signatory will be rejected)	The bidder must sign all pages of the tender document, as having read and accepted all terms and

		conditions. The same is to be submitted/uploaded in Technical Bid.
11	Submission of Hard Copy of Bids after submitting online bid, bidder must supply the hard copy of complete bid properly indexed/page numbered, signed tender documents along with EMD to the NIT Hamirpur. In case of Non-Supply of Hard copy of BID, online bids shall not be evaluated.	Bidder must deposit the hard copy of bids along with all supporting documents and EMD and deposit the same within 15 days of last date of submission of Bid.
12	The bidder should have a registered Office for Manpower Outsourcing Multi-Tasking Services in Himachal Pradesh state.	The Agency shall submit documentary proof such as GST Registration Certificate, Firm Registration Certificate or any other valid statutory document evidencing the existence of its Operational Office / Branch Office in the State of Himachal Pradesh.

Note: ***Any bidder not fulfilling any of the above criteria duly supported by the indicated documents, shall be out rightly rejected and shall not be considered for further evaluation.***

B. Scope of work :

1. The Agency Shall provide the outsourcing Multi-Tasking staff in different categories vis-à-vis (As specified in Table I & Table II): **Highly Skilled, Skilled, Semi-Skilled and Unskilled** as per the requirement and satisfaction of the Institute.
2. The manpower employed by the service provider shall be required to work as per norms and as per requirement of different departments/ sections/Branches of the Institute. The detailed qualifications and experience for the staff to be hired will be as under

"TABLE-I (Institute Area)"

Sr. No.	Skill Type and their Strength	Educational Qualification & Experience
1	Highly Skilled (50)	Graduation or higher with desirable knowledge of computer based office work. Knowledge of computer software like MS Office etc., maintenance of accounts and accounting procedures through accounting software such as Tally etc. AND Should have Experience of at least 5 Years working in CFTIs on contract or outsourced basis in skilled/Highly skilled category. OR Technical diploma/ITI (in appropriate field) with 8 years of experience in skilled/highly skilled category. OR 10+2 with experience of at least 10 Years working in

		skilled/highly skilled category in CFTIs on contract or outsourced basis OR Presently working as outsource employees in highly skilled category at NITs/IITs/CFTIs.
2	Skilled (59)	Graduation or higher with desirable knowledge of computer based office work. Technical Diploma/ITI AND Should have Experience of at least 5 Years working in CFTIs on contract or outsourced basis in semi-skilled/skilled category. OR 10+2 with appropriate experience of at least 10 Years working in CFTIs on contract or outsourced basis in semi-skilled/skilled category. OR Presently working as outsource employees in skilled category at NITs/IITs/CFTIs.
3	Semi-Skilled (35)	10+2, Should have appropriate experience of at least 5 Years working in CFTIs on contract or outsourced basis in Un-skilled/semi-skilled category OR Matriculate &Should have appropriate experience of working at least 10 Years in CFTIs on contract or outsourced basis in unskilled/semi-skilled category. OR Presently working as outsource employees in Semi-skilled category at NITs/IITs/CFTIs.
4	Unskilled (65):	Matriculate and Should be able to write andread both Hindi and English. OR Presently working as outsource employees in Un-skilled category at NITs/IITs/CFTIs.

"TABLE-II (Staff for Hostel)"

Sr.No.	Skill Type	Education Qualification/Experience Desirable:
1	Highly Skilled (12**):	Degree, Diploma or any higher education in appropriate discipline & Should have the knowledge of computer & Experience of at least 5 Years working in skilled/highly skilled category CFTIs on contract or outsourced basis & Knowledge of maintenance of accounts and accounting procedure through accounting software such as Tally. OR

		10+2 with appropriate experience of at least 10 Years working in skilled/ highly skilled category in CFTIs on contract or outsourced basis OR In case of Drivers, 10 years experience of working in skilled/ Highly skilled category on outsourced basis or contract OR Presently working as outsource employees in highly skilled category at NITs/IITs/CFTIs.
2	Skilled (40**)	Senior Secondary (10+2) from a recognized Board and knowledge of computer with three year experience of Hostel/Mess Attendant of similar nature of work. OR Matriculation with 5 years' experience under Semi Skilled/skilled category of Hostel/Mess Attendant or similar nature of work. OR Matric (The candidate should be Matric pass from the HPBOSE's or education board recognized by the HP (Govt.) and possessing a valid driving license for L.M.V. Transport having minimum experience of five years. OR Presently working as outsource employees in skilled category at NITs/IITs/CFTIs.
3	Semi-Skilled (5**)	Matriculation with 5 years' experience of Hostel/Mess Attendant in Un-skilled/semi-skilled category OR Should have appropriate experience of working at least 5 Years in CFTIs on contract or outsourced basis in semi-skilled category. OR Presently working as outsource employees in Semi-skilled category at NITs/IITs/CFTIs.
4	Un- Skilled (5**)	Matriculate or Higher Should be able to write and read both Hindi and English. OR Should have appropriate experience of working at least 3 Years in CFTIs on contract or outsourced basis in Un-skilled category. OR Presently working as outsource employees in Un-skilled category at NITs/IITs/CFTIs.

** Separate bill to be raised to the Chief Warden (Hostels) for payment out of Hostel Establishment Fund.

* The number of workers mentioned in above will be tentative and final requirement will be conveyed to the responsive firm after conclusion of contract.

3. Nature of Work:-

The Institute require manpower capable of handling the work which is related to:

- Supervision of repair & maintenance work of buildings (civil/electrical).
- Preparation and Analysis of rates, Preparation of estimates for works need to be carried out.
- Maintaining various laboratories in the department and tokeep the equipment/machinery up to date.
- Maintain the records of sections/Departments/ Labs/Drawing Branch etc.
- Pharmaceutical knowledge in dispensing medications, reviewing prescriptions, and ensuring safe and effective patient care etc.
- Maintenance of office equipment/fixtures and fittings and provide necessary assistance for running such equipment.
- Driving of vehicles, if in possession of valid driving license.
- Assisting in routine office work like diary, dispatch etc. including working on computer.
- Carrying of files and other papers within the building office.
- Delivering of Dak (outside the building).
- Stitching and binding of records/files/registers of the section.
- Photocopying, sending of fax etc.
- Other non-clerical work in the sections.
- Up-keeping of parks, lawns, potted plants etc.
- Cooking (in Guest house/Hostels)
- Any other Misc. work assigned by the Functionaries/Section Head etc.
- General cleanliness and up-keeping of the section.
- Dusting of all furniture with damp & dry duster.
- Opening and closing of rooms.
- Duties assigned by the Superior/Chief Warden (Hostels).
- **Any other Misc. work assigned by the Functionaries/Section Head etc.**

Note: -

- The Number mentioned with the Skill Type is only tentative; it may actually beas per requirement from various sections and departments.
- The variation up to 10% (overall or category wise) is permissible.
- Preference will be given to highly experienced personnel.

C. **Instructions to Bidders**

1. The Contractors should satisfy themselves before submission of the Rates/Quotations to this office that they meet the qualifying criteria and capability as laid down in the Tender Document.
2. The Contractors must comply with the Rates/Quotations, specification and all terms and conditions of agreement of contract. No deviation in the Terms & Conditions of the Contract shall be entertained unless specifically mentioned by the contractor in the Rates/Quotations and accepted by this office.
3. **Qualification of Bidder**: (a) The bidder must meet the Eligibility Criteria as specified in the eligibility conditions (b) All bidders shall upload the required documents as specified above in eligibility criteria. (c) If any information furnished by the bidder is found to be incorrect, false, or suppressed, the bid shall be rejected, and if already awarded the contract will be cancelled without any financial claim.

4. **Right of Institute to accept or reject the Bids:**
   a) The Institute reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
   b) Further, the Institute also reserves the right to rectify any discrepancy of this document/ Advertisement, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of work order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.
5. **Bid Validity**: (a) The bid shall remain valid for 180 days from the last date of submission of bids. (b) In exceptional cases, the Institute may request extension of bid validity. A bidder may refuse without forfeiting EMD. If agreed, the bidder shall extend the validity of EMD accordingly without altering the bid.
6. **Modification, Substitution and Withdrawal of submitted bid**: (a) No modification shall be permitted after the deadline (c) Withdrawal during validity periods shall lead to forfeiture of EMD.
7. **Bid Opening and Evaluation**:
   (a) EMD compliance shall be verified first.
   (b) Technical Bids of bidders shall be opened.
   (c) Financial Bids for technically qualified bidders shall be opened subsequently and evaluation shall be done by GEM only.
8. **Award of Contract**: The contract shall be awarded to the bidder who is substantially responsive, technically qualified, and quotes the lowest responsive price.
9. **Earnest Money Deposit (EMD)/** EMD amounting Rs. 2 Lakhs needs to be deposited, (Proof) in the form of DD/RTGS in favour of Director, NIT Hamirpur (HP) should reach the office of Registrar within a week of the closing date of tender to the Institute account detailed below, however EMD exemption will be applicable to service providers registered on MSE/MSME/Startup Companies on production of valid certificate as per provision for providing similar type of services:

Account Number	11159548375
Name of the Holder	Director, NIT Hamirpur (HP)
Account Type	Saving Account
IFS Code	SBIN0010367
Address	SBI NIT Hamirpur (HP)

EMD shall be forfeited if: 1) *The bidder withdraws the bid during the validity period. 2) Fails to submit Performance Bank Guarantee. 3) Fails to commence work after LOA/Work Order. 3) Fails to execute Agreement within stipulated time.*

10. **Service Charges:**

As per Office Memorandum No.F.6/1/2023-PPD, Government of India, Ministry of Finance dated 06/01/2023, the service charges for manpower contracting range from 3.85% to 7.00 %.

Agencies are required to quote their rates after duly considering all liabilities arising out of this contract, including bonus, as well as obligations under the recently implemented labour codes-namely:

I. The code on Wages, 2019
II. The Industrial Relations Code, 2020
III. The Code on Social Security, 2020
IV. The Occupational Safety, Health and working Conditions Code, 2020

The Selected Agency shall be fully responsible for compliance with all the recently implemented labour codes. Any liabilities or obligations arising under these labour laws, including bonus, shall be the sole responsibility of the contractor/agency. The Institute will not entertain any reimbursement against the above except service charge.

Further, Service charges shall be admissible only on the minimum wages of the 271 Outsourced Staff (across different categories). The rate is required to be quoted as a whole amount, expressed as a single percentage, which shall not be less than 3.85% (Service/Administrative Charges) and not more than 7 % computed by considering the present total minimum wages of all 271 outsource personnel. However, the number of persons may increase or decrease. The vendor may refer to Table I & II for details

D. General Terms and Conditions:

1. The agency will provide a list of manpower deployed by him in the institute after taking over the work along with their individual EPF/ESI No. etc.
2. The agency shall provide the salary slip to every employee every month and consolidate file will also be shared with institute's Accounts and Audit Section along with monthly bill.
3. Smoking and consumption of alcohol within the entire area of the institute is strictly prohibited. Violators of this rule by workers deployed through this contract shall be prosecuted as per law and the contractor must remove such offenders immediately.
4. The employees of the Agency shall be of Good Character and sound Health.
5. The agency shall responsible for the good conduct and behavior of its employees. If any employee of the agency is found misbehaving with the supervisory staff or any other faculty/staff/student of the Institute, the services of such employee(s) shall be replaced on the recommendations of the Authorized officer OIC (OMTS)or any other Officer designated by the Director, NIT Hamirpur (HP) with immediate effect. The agency shall issue necessary instructions to its employees to act upon the instruction given by such designated officer(s) of the Institute.
6. On having works awarded, the Agency shall provide and submit the details of the staff, proposed to be deployed viz. (their name, fathers name, DOB, Educational Qualification, residential address, Aadhar Card Number, telephone number, recent passport size photograph), copy of education certificate in the form of a data base in both hard & soft form and also provide a character certificate of all the employees.
7. The Agency shall in no case pay its employees less than the minimum wages per month as notified by Government of India (through Chief Labour Commissioner). The payment should be made only by e-payment or e-transfer and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency or from the Performance Bank Guarantee. In case of EPF, the Agency shall produce original challans/receipts Bank ECR/TRAN along with the scroll of the employees, whose EPF stands deposited by the Agency with address of EPFO office to the Registrar of the Institute for verification & reimbursement.

8. The agency has to provide Employee State Insurance Corporation Scheme (ESIC) scheme to the workers as per the notified/Non notified Districts Under ESIC 2.0/Vision-2022 (As on 01/01/2023) notified by the Ministry of Labour& Employment, Govt., of India New Delhi vide circular No. X-15015/1/2013-P&D dated 10/01/2023, Hamirpur to safe guard the workers of firm. The Institute shall pay Institute share as per ESI Act based on submission of ECR by contractor. Insurance Cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 ESIC, shall be taken by the contractor. **The contractor shall arrange necessary insurance cover for any person who are not covered under ESIC due to wage ceiling criteria.** The Institute will reimburse **insurance coverage @3.25%** of minimum wages per month per employee (who are not covered under ESIC).
9. **Seasonal requirement of workers:** The agency/vendor shall provide workers for short duration as and when required by the institute. Payment to such workers will be as per minimum wages and as per actual days of deployment.
10. Contractor shall in no case lease/transfer/sublet/appoint care taker for services.
11. The agency shall provide leave strictly in accordance with the applicable labour laws, i.e., one weekly off for every 48 hours of work in a week and one paid leave per month to be credited /granted upon completion of one month of service. Further provision of compensatory off to be followed if the manpower is called to work on Sundays/Holiday. Further 03 National Holidays (26 January, 15 August and 02 October), 03 Festival Holidays (Dushera, Diwali and Lohri) and 02 local holidays as declaration by DC Hamirpur will be admissible to the workers.
12. **Payment of Contractor's Bill**

i. The payment of wages to the OMTS Staff for the month shall be released by the contractor latest by 7th of every month and thereafter, shall ensure the submission of the monthly bill to the authority of the Institute at the earliest but not later than by 15th of every month. 100% of the total invoice value or admissible amount will be released by the Institute before 5th day of following month provided the invoice/bill is accompanied by the proof of the following: -

(a) Certified (Individual signed) biometric Attendance Sheet of respective month for which payment is claimed, which shall be duly verified by reporting officer/section shall be provided by the firm.

(b) Wages statement & EPF/ESIC deposit (ECR bank challan/remittances) statement showing individuals deductions under different mandatory heads for therespective month of the amount contributed by the Principle Employer i.e. NIT Hamirpur as per "EPF & MP Act 1952 and ESI Act, 1948" with name of EPFO/ESIC office. The access of viewing the monthly deposits of EPF and ESIC shall have to be submitted by the firm to the institute authority for verification and authentication at the Institute level.

(c) Certified copy of the bank scroll showing disbursement of wages in individual accounts shall be provided by the firm.

(d) The bill should be accompanied with the proof of GST deposit Challan for the respective month.

ii. All payments will be subject to deduction of TDS as per Income Tax Act and GST Act. And any other applicable taxes to be levied by the Govt. of India.

iii. **Training & Skill Enhancement of Workers:** After the ward of contract, the contractor is required to arrange/provide professional/Skill development training program to the workers to be deployed in the institute and submit the confirmation report. A Lump-sum training/Skill enhancement incentive @1000/- per month shall be paid to all such trained workers by the agency, which shall be reimbursed by the institute. **Further any new**

worker deployed at NIT Hamirpur during currency of this contract, agency shall provide the training and skill incentive to that worker also.

No service charges shall be payable on this incentive to agency

iv. Delay in disbursement of timely monthly wages/payment to the OMTS staff employed by the firm or any complaint or non-fulfillment of any obligation under the contract, the Institute reserves the right to deduct the payment due from the contractor from monthly bill(s) @0.25% of monthly bill per day [for delay in disbursement of wages upto 07 days], @0.5% [for delay in disbursement of wages more than 07 days and upto 14 days], beyond 14 days a penalty @5% of monthly bill will be imposed. Further in case the agency fails to complete its contract or fails to provide the payment to his employees, the Institute shall have the liberty to deduct the pending dues from the performance bank guarantee deposited by the Agency.

v. **LAST PAYMENT:**

The last payment of the Agency as well as Performance Bank Guarantee will be cleared only after ascertaining clearance of all liabilities by the firm.

13. **Signing of Contract Agreement is mandatory:**
The successful Bidder shall be required to execute the Contract Agreement of taking over/ executing the contract within two weeks of issue of the letter of Acceptance of Bid at site along with Performance Bank Guarantee amounting to 10 percent of contract value as per GEM only, accepting all terms and conditions of tender document stipulated therein on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only). In the event of failure on the part of the successful Bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled and institute may initiate further suitable misconduct in award of bid.
14. The contractor shall provide valid Identity cards to all workers free of cost and worker must carry these compulsorily during the working hours.
15. Contractor shall be solely responsible for payment of wages/salaries and other benefits to his personnel that might become applicable under any Act or Order of the Govt. The institute shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
16. It is made clear that the engagement of the service provider does not in any way confer any right to the service provider or the persons that may be deployed by him in the institute for claiming any regular or part time employment in this office or any other Govt. Office.
17. In the event of non-willing for continuing of contract or extension provided by the Institute, the PBG of the firm/agency shall be forfeited.
18. Agency/firm must appoint a Site In-charge at its own expenses. The Site In-Charge must bear a good character and shall become available 24x7 in the institute, in case of emergency or if situation arises. All the administrative work such as generating and submission of bills, maintaining biometric attendance and leave record, providing and maintaining uniforms etc. and further verification of record by Faculty In-Charge/ Officer In-Charge (OMTS) will be the responsibility of site in-charge and no other person shall be assigned this work under normal circumstance.
19. The Company shall provide an official email id of representative of the firm and site-in-charge deputed at NIT Hamirpur while taking charge at the institute. The company shall ensure compliance/action on the communication made by the official of the institute on the given email id's immediately by not later than three days of the communication.
20. The wages and other dues specified above are as per Ministry of labour and subject to

change as per statutory requirement of relevant act/ law applicable from time to time. VDA shall be applicable as per CLC wages notification of Govt. of India, Ministry of Labour rate (s) from time to time. In the event of revision of rates in wages by the Central Government at any time, the same rates of workers will accordingly be revised and disbursed by agency without waiting for approval by NIT Hamirpur. However, copy of revised rates shall be invariably enclosed with the reimbursement bill by the agency.

21. **TA/DA** The agency shall pay the TA/DA (as admissible) to its employees who perform outstation duties or travel out of station on some official assignments and claim the reimbursement from the Institute by enclosing the concerned bill.
22. **Timing:** Timing for Office Staff (clerical/technical/Attendant or any other persons) to be deployed in Department /Sections/Centre (Labs) will be 8:30 AM to 5:30 PM (Monday to Friday). the timing for field staff shall be 9.00 AM to 5.00 PM (Monday to Saturday) and the weekly holiday/rest is to be provided by the agency as per guideline of Govt. of India, Ministry of Labour & employment Department. However, depending upon the exigency/functional requirement, the Institute reserves the right to change the timing of schedule. The Duty Roster/timing of Hostel Staff will be decided by the Chief Warden Hostel and will be conveyed firm to the responsive firm after due approval of the Competent Authority.
23. **Maximum Age Limit** for deployment is 58 years. However, in case of specific nature retired personnel from Govt. Service, post retirement can be hired up-to maximum age of 62 years after seeking approval of Competent Authority. In no case a person above the age of 58 years will be allowed /considered on roll of the firm.
24. **Provision of uniforms for field staff & Raincoat, gumboots to Horticulture staff:** of The Contractor/Service Provider shall provide, at its own cost, prescribed uniform and necessary protective gear to all deployed field staff including Drivers every year. The Horticulture/field staff shall be provided **raincoats and gumboots** of good quality and appropriate size every year.
25. **Termination of Contract** : Notwithstanding any other provisions in this contract, the NIT Hamirpur reserves the absolute right to terminate the contract forthwith if it is found that Service provider is violating any term and conditions of the contract or otherwise continuation of the contract is not in public interest. Security deposit / performance security in that event shall be forfeited also. The service provider is not eligible for any compensation or claim in the event of such cancellation.

    Further If at any later date, it is found that the documents and certificates submitted by the Service provider are forged or have been manipulated, the work order issued to the Service provider shall be cancelled and Security Deposit / performance guarantee deposited with NIT Hamirpur shall be forfeited. The NIT Hamirpur reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Service Provider / agency will have to serve a notice of three months, if he wishes to terminate the contract.
26. **Indemnity Clause:** The contractor shall indemnify, defend the institute against any claim, loss, damage, penalty, fine or third party demand (including investigative, legal or enforcement costs) arising out of:
    - Any breach or default by the Contractor or its employees in performing this Agreement;
    - Violation of any local labour law or statutory requirement (e.g. wages, working hours, EPF/ESI, leave, safety);
    - Injury, death or property damage caused by the Contractor's personnel at the Institute or as a result of work activities
    - Government or regulatory action relating to the contractor's compliance,

registrations, licenses or payments.

27. JURISDICTION:

The contract shall be governed by and construed according to the law in force in India. District Court of Hamirpur and Hon'ble High Court of Himachal Pradesh will have the jurisdiction to hear and decide the actions and proceedings arising out of the contract.

Superintendent SG-I (Store)
(Member)

A.R. (Admin.)/OIC (OMTS)
(Member)

Assistant Registrar (Audit)
(Member)

Deputy Registrar (F&A)
(Member)

Dr. Ashok Kumar FI (S&P)
(Chairman)