



**JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY HYDERABAD**

**Kukatpally, Hyderabad – 500 085 TELANGANA (INDIA)**

**Tender Notice No. JNTUH/ED/HBD/GYM/2706/2019-20, Dated 16-10-2019**

## **TECHNICAL BID PART – I (UNPRICED)**

**Tender Document for Annual maintenance and  
Operation of GYM at JNTUH Indoor Stadium,  
Kukatpally, Hyderabad**

Tender Document for Annual maintenance and Operation of GYM at  
JNTUH Indoor Stadium, Kukatpally, Hyderabad

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**Section 1****CONVENTIONAL TENDER BOX SYSTEM**

The Department of Chief Engineer, JNTUH Kukatpally, Hyderabad invites sealed tenders in the prescribed format under two bid system - Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced) - from the Telangana State based Vendors / Service Providers, who fulfill eligibility criteria as per Section 2 of the Tender Notice, for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad. The tender document can be obtained from the Chief Engineer, JNTUH Kukatpally, Hyderabad-85, by submitting a written request on the letter head against DD/ submission of a non-refundable Demand Draft of Rs.1180/- (Rs. One Thousand One hundred eighty only) drawn on any Nationalized/Scheduled Bank in favour of "The Registrar, JNTUH Kukatpally", payable at Hyderabad during all working days (Monday to Saturday) between 11.00 AM to 03.00 PM from **18/10/2019 to 01/11/2019**. The tender document can also be downloaded from JNTUH website [www.jntuh.ac.in](http://www.jntuh.ac.in). In case, the tender document is downloaded, the tender fee of Rs. 1180/- (non-refundable) should be paid through a separate demand draft drawn on a Nationalized /Scheduled bank favouring "**The Registrar, JNTUH Kukatpally**", payable at **Hyderabad which must be enclosed with the Technical Bid (Part – I un-priced). The tenders for which Tender Fee is not paid shall be summarily rejected.**

Each tender must be accompanied with an Earnest Money Deposit (EMD) in the form of a demand draft for Rs. 10,000 (Rupees Ten thousand only) drawn on any nationalized / scheduled Bank in favour of **The Registrar, JNTUH Kukatpally**, payable at **Hyderabad** only. No other form of payment will be accepted for submission of EMD. The said demand draft of the earnest money must be attached with the Technical Bid (Part-I un-priced). At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad". Tenders submitted without EMD shall not be evaluated or considered.

The tender (containing separate sealed envelopes for Technical Bid Part –I un-priced & Financial Bid Part – II priced) should be submitted in a third sealed envelope marked on top "Tender for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Chief Engineer, JNTUH Kukatpally, Hyderabad – 500085 should be dropped in the locked tender box available at the Chief Engineer Office on ground floor at JNTUH Kukatpally, Hyderabad till **3.00 PM on 01/11/2019**. JNTUH shall not be responsible if the Tenders are delivered

elsewhere or are not delivered on time due to postal or any other delays. Tenders are not transferable under any circumstances. JNTUH reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof. JNTUH reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with JNTUH or with any Central or State Government Agencies. All information with regard to any modification/amendment/extension of dates etc. in respect of this tender, till the entire process is completed, will be uploaded on JNTUH website [www.jntuh.ac.in](http://www.jntuh.ac.in)

**Important information for tenderers:**

1)	Name of the work	:	<b>Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad</b>
2)	Estimate Contract value of work put to tender	:	<b>Rs. 0.00</b>
3)	Period of completion of work	:	<b>12 Months</b>
4)	Form of contract / class of contractor eligible	:	<b>LUMPSUM</b>
5)	E.M.D. to be paid in the shape of Demand Draft in favour of <b>Registrar JNTUH KUKATPALLY, payable at HYDERABAD</b> obtained from Nationalized Bank/Scheduled	:	<b>Rs. 10,000.00</b>
6)	Issue of tender document	:	<b>18/10/2019 to 01/11/2019</b>
7)	Last date & time for submission of tender	:	<b>01/11/2019 up to 3.00 PM</b>
8)	Date & time of opening of Technical Bids	:	<b>01/11/2019 up to 3.30 PM</b>
9)	Date & time of opening of Financial Bids	:	Will be informed later to the technically acceptable shortlisted bidders. These bidders have to produce their original certificates & documents for verification before opening of price bid.
10)	<b>Processing Fee (non-refundable)</b> to be paid in the shape of Demand Draft in favour of <b>Registrar JNTUH KUKATPALLY, payable at HYDERABAD</b> obtained from Nationalized Bank/Scheduled	:	<b>Rs. 1,180/-</b>
11)	Address for Submission of Quotations	:	Chief Engineer, Engineering Department, JNTUH Kukatpally, Hyderabad – 500085 Telangana State, India. Tel: +914023156110 <a href="mailto:chiefengineerjntuh@gmail.com">chiefengineerjntuh@gmail.com</a>
Note: Notice for amendment if any, shall be hosted on JNTU website <a href="http://www.jntuh.ac.in">www.jntuh.ac.in</a> separately			

**Section 2**

**Eligibility Criteria**

- I. The Service Provider/Contractor should be registered firms with state or central government and having relevant expertise and experience.
- II. The Service Provider/Contractor should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Department in Telangana State.
- III. The Service Provider/Contractor should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Telangana State.
- IV. Agency should be running a minimum of 5 gyms with at least 100 registered members in each gym
- V. The Service Provider/Contractor should have minimum average annual turnover for the last at least Three out of Four financial years (2015-16, 2016-17 & 2017-18 & 2018-19) of Rs. 15.00 lac of which one financial year turnover should be of at least Rs 20.00 lac.
- VI. The service provider/Contractor should have IT returns for last three financial years.
- VII. The service provider/Contractor should furnish satisfactory certificate from the Clients.

**Section 3**

**Instructions to Tenderers**

1. The Tenderer must be based in India level and operating their business in and around Telangana state and must qualify the eligibility criteria as per Section 2 of the tender. The tenders not fulfilling this condition shall be summarily rejected.
2. Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy him-self /themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the JNTUH under any circumstances subsequently.
3. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
4. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and earnest money deposit (EMD) will be summarily rejected.
5. The tender must be submitted in two bids (Technical- unpriced & Financial- priced).
6. **The Technical Bid (Part – I unpriced)** envelope must have all the essential documents, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached with Technical Bid is mentioned in **Annexure-I** (Checklist for documents). The Tenderer must attach all the documents as per Annexure I, failing which his tender will be rejected.
7. **Financial Bid envelope (Part – II priced)**- should be sealed with wax/tape and consist of only the Financial Bid Part-II (Priced) of tender document showing the amount of charges for Maintenance & operation Services for GYM equipments. The amount of charges must be quoted both in figure and in words. In case of any inconsistency the amount quoted in words will be considered for evaluation and same shall be binding upon the tenderer. (As per price bid format)

The lump sum amount per month should be quoted both in words and figures. The lump sum amount quoted shall be inclusive of all wages, material for maintenance and operation of GYM, all overheads and taxes. However, GST which the bidder/ contractor charges extra in the bill as per applicable rules and which he is liable to deposit to the government authority in respect of this contract, if applicable, will be borne by JNTUH. All Statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time.

8. The tender (containing separate sealed envelopes for Technical Bid Part –I un-priced & Financial Bid Part – II priced) should be submitted in a third sealed envelope marked on top "Tender for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Chief Engineer, JNTUH Kukatpally, Hyderabad should be dropped in the locked tender box available at the reception on ground floor at JNTUH, Kukatpally, Hyderabad till **3.00PM on 01/11/2019**. JNTUH shall not be responsible

if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays

9. All overwriting/corrections should be duly signed by the tenderer.
10. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
11. Bids must be received in JNTUH, Kukatpally, Hyderabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The JNTUH may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the JNTUH and the Bidder will be the same.
12. Any bid received by JNTUH after the deadline for submission of bids, as stipulated above, shall not be considered
13. Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/ Manager/ Secretary etc., as the case may be. Copies of the document authorising the signatory to sign the tender on behalf of tenderer must be attached with the technical bid.
14. Initially, the contract will be awarded for one year, which may be extended on the basis of satisfactory services to the satisfaction of JNTUH for second and third year on the original terms and conditions.
15. The total amount quoted to be charged by L-1 bidder will remain fixed for 1st year of contracted period and there will not be any enhancement during the 1st year. JNTUH will not pay any thing over and above this amount during the 1st year.
16. The contract may be renewed for any periods beyond 1st year on yearly basis, subject to satisfactory services to JNTUH. The amounts payable during such period of renewal, if agreed, may be enhanced for 2nd year and 3rd year at a rate not exceeding 10% per year on the amounts quoted under this bid. The contract may be renewed for further period of 2 year (Total period not to exceed 5 year) on mutual negotiation and consent.
17. JNTUH may at its discretion, amend/modify the tender/and or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. JNTUH may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by amendment and information thereof will be uploaded on Company's website [www.jntuh.ac.in](http://www.jntuh.ac.in) and shall be binding on all concerned.
18. The amendments shall be intimated in writing or by Post or by e-mail to all prospective Tenderers on the address intimated at the time of purchase of Tender document and also uploaded on website of the Company or at the time of attending pre-bid conference and those amendments will be binding upon them.
19. JNTUH before opening of financial bids, at its discretion may increase or decrease the scope of services required under the tender. In such a case JNTUH may seek fresh financial bids keeping in view the changed scope of services required.
20. JNTUH reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender.

The decision of the Chief Engineer, JNTUH in this regard shall be final and binding on all.

21. The Contractor / Service Provider shall not employ any person below the age of 18 years. The Contractor / Service Provider shall indemnify the JNTUH & its representative(s) from and against all claims and penalties which may be suffered by the JNTUH by reason of any default on the part of the Contractor / Service Provider to observe and / or in the performance of the provisions of Employment of Children Act 1938 OR any re-enactment or modification of the same.
22. The Technical Bids (Part – I unpriced) shall be opened on **01/11/2019 at 3.30 PM** in the office of the Chief Engineer, JNTUH, Kukatpally, Hyderabad in the presence of Tenderers or their authorised representative(s) who wish to be present. The Financial Bids (Part – II priced) of only those Tenderers, whose technical bid is found responsive will be opened at a later date and time to be informed by the JNTUH. The tender opening committee (TOC) of JNTUH shall open the properly sealed tenders only. Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected.
23. In case the last date of receipt/opening of tender, date of Pre-bid conference is declared a holiday the same shall be extended to the next following working day. The time and venue will remain the same.
24. All the Financial Bids (Part – II Priced) of Tenderers whose Technical Bids (Part – I un-priced) have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in the custody of Chief Engineer, JNTUH till the date of opening of the same.
25. The Tenders shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws / amends / impairs / derogates from the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and e-mail/telegraphic tenders are liable to be rejected. The bidders whose technical bids have been found apparently responsive as per documents and information furnished viz. a viz. criteria laid down in the Tender Document will be short listed.
26. In order to satisfy itself about the nature and quality of services rendered by the tenderer, JNTUH may depute its Officer(s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, JNTUH may also arrange for verification of any document / testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to JNTUH so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non-responsive and their financial bids will not be processed further and EMD will be forfeited.
27. The Technical Bids of those bidders, where JNTUH after its inspection/investigation / verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive.
28. The Financial Bids (Part-II-Priced) of only those tenderers whose Technical Bids (Part I-Un priced) are found responsive by JNTUH will be opened, further processed and evaluated.



29. JNTUH will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in this tender document.
30. JNTUH will communicate the successful bidder by letter sent through Courier/Registered Post/e-mail and by uploading on Company's website that his bid has been accepted. This letter of award of work shall prescribe the amount of Charges per month which JNTUH will pay to the Contractor in consideration of the execution of work / services by the Contractor.
31. The successful Tenderer shall be required to deposit an additional sum of **Rs.20,000/- (Rupees Twenty thousand only)** as security amount by a Demand Draft drawn in the favour of The Registrar, JNTUH Kukatpally Hyderabad, payable at Hyderabad and present himself to execute a Contract Agreement with JNTUH as per terms and conditions of the tender on non judicial stamp paper of requisite value as applicable in the State of Telangana within 15 days from the date of receipt of work award letter. The EMD also of the successful tenderer will be merged with this security amount. This total security amount of **Rs.30,000/- (Rs. Thirty Thousand only)** will remain with JNTUH throughout the period of contract. This security amount will be refunded to the Contractor within 60 days of completion of the contract subject to (i) Satisfactory Performance of the Contract (ii) Deducting any dues payable to JNTUH on whatsoever account (iii) Any deduction due to Contractor's/Service Provider's obligation under the contract and subject to such deductions as may be necessary for making of JNTUH's claim against the Service Provider. This Security deposit will not bear any interest of whatsoever kind.
32. The Service Provider/Contractor will also be required to submit a "No Dues" indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure V after completion/termination of contract.
33. The selected Service Provider shall start the services in accordance with the time schedule specified in the work order issued by JNTUH after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, JNTUH reserves the right to cancel the work order and forfeit the EMD and or Security Deposit.
34. SIGNING OF CONTRACT: the successful Tenderer shall present himself for signing the contract within two weeks after receipt of a work Letter from JNTUH. Commencement of services shall be made by the Contractor in accordance with the schedule specified in the work Order issued by JNTUH.

**LIST OF EQUIPMENT (Available with JNTUH)**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Make</b>	<b>Quantity</b>
1	Treadmill with 5 HP AC Motor drive	AEROFIT	4 Nos
2	CABLE LAT PULL DOWN standard weight stack in.220 lbs	AEROFIT	1 No
3	Leg Extension standard weight stack in.180 lbs	AEROFIT	1 No
4	PRONE CABLE LEG CUR standard weight stack min.180 lbs	AEROFIT	1 No
5	LEVERAGE SHOULDER PRESS standard weight stack min.220 lbs	AEROFIT	1 No
6	CHEST PRESS standard weight stack min.200 lbs	AEROFIT	1 No
7	CABLE SEATED LEG PRESS standard weight stack min.250 lbs	AEROFIT	4 Nos
8	Lateral Raises a. Dimensions: 47inch (L) x 50inch (W) x 7inch (H)	AEROFIT	1 No
9	ROWING MACHINE a. Dimension : 83.5inch (L) x 31.9inch (H) x 40.2inch (W)	AEROFIT	1 No
10	SMITH MACHINE a. fundamental - thick rectangular tube With length 54inch width 94inch and height 88inch	AEROFIT	2NoS
11	BICEPS / TRICEPS a. Standard weight stack min.200 lbs	AEROFIT	1 No
12	MULTI HIP MACHINE a. Mild Steel b. Weight Plate: 200lbs	AEROFIT	1 No
13	T BAR ROW a. Frame structures: high tensile strength steel,	AEROFIT	1 No
14	RECUMBENT BIKES a. Dimension: 60inch(L) X 25inch(W) X 46inch(H) b. Maximum Watt: 350 Wat	AEROFIT	1 No
15	ABDOMINAL CRUNCH MACHINE a. Curved back pads for full muscular contraction and Self-aligning	AEROFIT	1 No
16	PECTORIAL FLY a. Standard weight stack min.240 lbs	AEROFIT	1 No
17	CABLE CROSS OVER a. High Tensile Strength Steel frame Continuous	AEROFIT	1 No
Note: Bidders are advised to visit and inspect all the equipment indicated above before submitting their offer.			

**TERMS AND CONDITIONS****1. THE SCOPE OF WORK:**

Contractor shall provide service more particularly defined in Annexure VII hereof [the“scope of service”] and annexure VIII (Deployment of workers) to JNTUH under this agreement in the manner and on the terms and conditions contained herein. Contractor shall comply with the instructions provided by JNTUH from time to time relating to the performances of the service. Duties and obligations under this agreement .the service rendered by Contractor shall be subject to regular review by JNTUH and its decision as to the quality there of shall be final and absolute. Contractor and all persons engaged by Contractor shall abide by the applicable JNTUH rules, guidelines policies and procedures at all times during the performance of the services and the regulations issued by the various government authorities under whose jurisdiction this agreement will fall from time to time.

**2. THE SERVICE CHARGES:**

In consideration of the services to be provided by Contractor and performance of the terms and conditions contained in this agreement JNTUH shall pay to Contractor fixed monthly amount as quoted in the Financial Bid. The lump sum amount quoted shall be inclusive of all wages, material for maintenance and operation of GYM equipments, all overheads and taxes. However, GST which the bidder/ contractor charges extra in the bill as per applicable rules and which he is liable to deposit to the government authority in respect of this contract, if applicable, will be borne by JNTUH. All Statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time. Contractor shall raise the invoice/bill and JNTUH agrees to pay such invoices /bill within 15 working days of receipt and acceptance of the invoice/bill after the work for that month is certified by the Professor of Physical Education/Secretary Sports Council working at JNTUH.

3. The Service Provider/ Contractor shall operate and provide services to JNTUH, Kukatpally, Hyderabad and adjoining areas/space.
4. The earnest money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit additional amount of **Rs.20,000/-** towards security deposit within 7 days of award of work. The return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.
5. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, JNTUH reserves its right to forfeit the security deposit of Rs.30,000/- (Rupees Thirty Thousand only) placed with JNTUH hereinabove mentioned. The decision of the JNTUH shall be final and binding on the Contractor, in respect of such confiscation of the security of Rs.30,000/-.
6. The Service Provider/Contractor will be responsible for obtaining a licence/ renewing the licence as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition ) Act 1970 and JNTUH shall not be responsible for any damage/losses/Penalties & Fines on this account
7. Immediately after the award of work, the Service Provider/Contractor will apply for obtaining a certificate/license from the office of The Assistant Labour Commissioner Kukatpally, Hyderabad to employ workers at JNTUH for providing Maintenance and Operation Services for GYM equipment's and submit the relevant

certificate within one month from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of JNTUH depending upon the statutory requirements as per the law applicable.

8. The Service Provider /Contractor will be required to comply with the provisions of all relevant Acts, Notifications, Rules, Regulations and Guidelines etc., issued/ notified by Central Government / Telangana Government/Municipal Corporation Kukatpally, Hyderabad or any other Statutory Authority/Body, in force as on date or enacted/notified/implemented by any concerned authority during the period of contract. In case due to any violation by Service Provider/Contractor of any provision of any Act, Notification, Rule, Regulation and Guideline etc. , if any penalty / fine /challan is imposed/ filed against JNTUH, then JNTUH will recover all such money from the Service Provider/Contractor including expenses / damages which JNTUH deems fit. Besides. JNTUH may also terminate the contract and forfeit the security deposit lying with JNTUH.
9. The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/ Contractor shall take all possible steps to ensure to maintain its performance as determined by JNTUH from time to time. If JNTUH notice that personnel of the Service Provider/ Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/Contractor who will take corrective steps immediately to avoid recurrence of such incidents and reports to JNTUH
10. If any of the worker of the Service Provider/ Contractor indulges in theft, negligence of any illegal/irregular activities, the Service Provider/Contractor shall take appropriate action against its erring worker and intimate accordingly to JNTUH or JNTUH itself can take action in accordance with law.
11. All payments made by JNTUH shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act 1961
12. The Service Provider/ Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time or by the State Government and/or any authority constituted by or under any law. He will ensure compliance of all the relevant labour laws.
13. The Service Provider/ Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at JNTUH's option would be subject to verification at any time. The JNTUH may refuse the entry into its premises to any worker of the Service Provider/Contractor for not bearing such identity card or not being perfectly uniformed as prescribed by JNTUH.
14. The worker provided by the Service Provider/Contractor shall always remain the employee of the Service Provider/ Contractor for all intents and purposes and the Service Provider/ Contractor shall alone be liable for any dispute amongst their employees and the Service Provider/Contractor which may arise in any Court of Law. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory payments like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. JNTUH shall not be liable towards the Service Provider's employees directly and/or indirectly in

anymanner whatsoever. The Service Provider/Contractor only shall be liable for any compensation/liabilities whatsoever under any Rules & Regulations, Law or Statute.

15. The Service Provider/ Contractor shall at all times indemnify and keep indemnified JNTUH against any claim on account of injury/disability/death of any of its workers caused while providing the services within/outside the site or other premises of JNTUH which may be made under the ESI Act or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/Contractor or not who provided or provides the service at premises of JNTUH.
16. The Service Provider/ Contractor shall at all times indemnify and keep indemnified the JNTUH against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at JNTUH's premises or before and after that.
17. In case the Service Provider/Contractor discontinues the contract before the expiry of the period of contract, his security shall be forfeited.
18. JNTUH reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to JNTUH in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender. The Contractor shall also hand over forthwith all the articles provided to them and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof.
19. (i) On completion of the contract, the Service Provider /Contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding "No Dues" confirmation. (ii) In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/ Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as JNTUH is able to make any alternative arrangement or JNTUH has agreed in writing to allow the Contractor to discontinue earlier. JNTUH will ensure that all payments due for services rendered by the Service Provider/ Contractor till the expiry or the earlier termination of the agreement shall be paid to the Service Provider/ Contractor within 30 days thereof after the submission of indemnity bond regarding "No Dues". The specimen of the Indemnity bond is as per Annexure V.
20. The Contractor / Service Provider shall provide uniform (Two shirts / Two trousers / Two pairs of socks / One saafa for covering head / One belt / one pair of shoes / One pair of Sandals / Chappals, one Jacket or Sweater per year to each worker) to the Supervisor / Workers deployed by them at JNTUH.
21. The expenses for washing/cleaning/ironing shall be borne by the Service Provider/Contractor and provision thereof may be kept in mind while quoting the amount of charges. The Service Provider/Contractor will be responsible for loss or

damage to the uniform. In case of loss or damage/ pre-mature replacement, the Service Provider/ Contractor will be responsible for bearing the cost thereof.

22. All the workers deployed in JNTUH should always be in uniform to be provided by Service Provider/Contractor. In case the workers are not found in proper uniform, the JNTUH reserves the right to impose penalty and not allow such persons within the premises.
23. The antecedents of the workers deployed by the service provider/Contractor should be credible and above board at the risk and responsibility of the Service Provider/Contractor. They should be healthy, physically fit and free from communicable diseases. The Service Provider/ Contractor shall communicate to JNTUH the name, parentage, residential address, date of birth, previous experience etc., along with a photograph of the workers. The workers deployed will be issued identity card by the service provider/Contractor which will be required to be worn at the time of duty. The workers deployed on the job for various activities will not be changed by the Service Provider/ Contractor without the approval of JNTUH.
24. The Service Provider/ Contractor shall be responsible for the attendance of his employees in JNTUH. In case of any employee of the Service Provider/Contractor remains absent or granted leave by them, they will send/arrange his/her substitute. Otherwise in addition to deduction of wages for the day(s) a penalty of Rs.100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the Service Provider/Contractor.
25. The JNTUH or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider/Contractor.
26. In case of any pilferage, theft breakage etc., to the property/assets of JNTUH, the Service Provider/ Contractor will be responsible. The JNTUH will be at liberty to deduct the amount of such loss from the monthly bill/security deposit of the Service Provider/Contractor after holding an enquiry. The decision of JNTUH to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and security will be forfeited.
27. The Service Provider/ Contractor shall not sublet the contract to any other concern/individual. The Service Provider/ Contractor shall itself perform the services and all obligations and duties as per tender/contract. Except with the prior written consent of the other party, neither the benefit nor the burden of the tender/contract shall be assignable by either of the parties except that JNTUH may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the JNTUH's operating assets or into which JNTUH is merged or is reorganized pursuant to any merger or reorganization.
28. The Service Provider/Contractor and JNTUH shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Hyderabad. The resultant contract will be interpreted under Indian Laws.
29. The Service Provider/ Contractor shall provide services more particularly defined in Annexure VII hereof [the "Scope of Service"] and annexure VIII (Deployment of Workers) to JNTUH under this tender in the manner and on the terms and conditions contained herein.

30. The Service Provider/Contractor shall comply with the instructions provided by JNTUH from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/Contractor shall be subject to regular review by JNTUH and its decision as to the quality thereof shall be final and absolute.
31. The Service Provider/ Contractor shall abide by the applicable JNTUH rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.
32. In consideration of the services to be provided by the Service Provider/ Contractor and performance of the terms and conditions contained in this agreement, JNTUH shall pay to the Service Provider/ Contractor the charges quoted in the financial bid.
33. The Service Provider/ Contractor shall raise the invoice/bill and JNTUH agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/ Contractor shall be made by ECS/NEFT/RTGS subject to deductions, withholding of all applicable, taxes and charges from time to time in force.
34. The Service Provider/ Contractor represents and undertakes that: (i) It has full power and authority to enter into the agreement with JNTUH and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement. (ii) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, if any as mentioned in this agreement, or as are issued from time to time by JNTUH for the performance of the services to the satisfaction of JNTUH. (iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold JNTUH harmless for any liability in this connection. (iv) It shall be responsible for ensuring that all workers engaged by the Service Provider/Contractor to provide services to JNTUH shall hold at all times the necessary expertise and shall abide by JNTUH's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.
35. The Service Provider/Contractor shall be fully responsible to observe all the relevant Rules & Regulations/ laws/Statute etc. as amended from time to time in regard to his workers and compensation and other benefits & risks in relation to workers engaged by him. The Service Provider/Contractor shall maintain all the statutory registers required under labour laws. The Service Provider/ Contractor shall also produce these records on demand by JNTUH. If he fails to do so, his failure will be a breach of the contract and JNTUH may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Service Provider/Contractor shall also be liable for any pecuniary liability and/or penal liability arising on account of any violation by him of the provisions of any Rules & Regulations/ laws/Statute etc.
36. JNTUH shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or nonobservance of the Regulations.

37. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between JNTUH and the Service Provider/ Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/Contractor is an independent Contractor and not an employee, agent, associate or authorized representative of JNTUH and the Service Provider/ Contractor undertake that it shall not undertake any obligation or liability in the name of or on behalf of JNTUH whatsoever.
38. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed, engaged as per Annexure VIII by the Service Provider/Contractor for rendering the services, are employees of JNTUH or engaged by JNTUH. The Service Provider/ Contractor shall be deploying workers who shall be in sole employment of the Service Provider/Contractor and Service Provider/Contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory or other payments of the workers. Under no circumstances shall JNTUH be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on JNTUH for any reason, the Service Provider/ Contractor shall keep JNTUH indemnified against the same. In order to give effect to this, the Contractor shall incorporate a suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/ Contractor, a copy of which should be given to JNTUH for perusal and record.
39. In the event JNTUH notifies that it is not satisfied with any worker engaged by the Service Provider/ Contractor to render the services to JNTUH, or if JNTUH has reason/s to believe that a person/s engaged by the Service Provider/ Contractor to provide services to JNTUH is/are not abiding by JNTUH's rules, guidelines, policies and procedures, then the Service Provider/ Contractor shall, within 7 days, replace such workers to the satisfaction of JNTUH.
40. The Service Provider/Contractor & the workers deployed by him at the JNTUH Premises shall maintain confidentiality of any information in their possession during their working at JNTUH & thereafter.
41. The Service Provider/ Contractor shall allow JNTUH, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the JNTUH records with the Service Provider/ Contractor.
42. The Service Provider/ Contractor hereby undertakes to indemnify JNTUH in respect of all claims, damages, costs and expenses suffered or incurred by JNTUH on account of any claims of any nature described in the conditions herein.
43. The Service Provider/ Contractor shall wholly and solely be liable for all disputes and liabilities arising out of/while providing the services under this contract for any purchases, any sample taken by Govt. Authorities or otherwise for any dispute under the Laws of the land, in any court of law.
44. The penalties towards lapses on the part of the Service Provider/Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services, non-wearing of uniform, non-display of identity card, misuse of any place including JNTUH campus, entry of unauthorized person, non-receipt of call from JNTUH representative(s), non-switching on / off water pumps and electricity, pilferage / damage / loss to JNTUH property in any manner etc., shall be imposed by the JNTUH which will be final and binding on the Service Provider/Contractor.



45. If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/ Contractor are forged or have been manipulated, the work order issued to the Service Provider/ Contractor shall be cancelled and Security amount deposited with JNTUH shall be forfeited without any claim whatsoever on JNTUH and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.
46. Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, JNTUH shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/ Contractor.
47. JNTUH shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
48. The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with contract labour (Regulation and Abolition Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
49. The Service Provider/Contractor must ensure that the wages to the Workers based on Notification by The Chief Labour Commissioner (Central) New Delhi from time to time, are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force within State of Telangana. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by the JNTUH. The Service Provider/ Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through ECS/RTGS/ NEFT only, provided that the Maintenance and Operation Services for GYM equipment's provided were / are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract.
50. The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.
51. The Service Provider/ Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
52. The Service Provider/Contractor himself or their authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the JNTUH to look into Maintenance & operation Services for GYM equipments matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

53. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to / sought from the Chief Engineer,, whose decision in the matters shall be final and binding on the Service Provider / Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Chief Engineer,, JNTUH, whose decision will be final and binding on the Service Provider / Contractor. If the Dispute is not resolved through the reference made to the Chief Engineer,, JNTUH, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Chief Engineer, JNTUH Kukatpally, Hyderabad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications thereunder from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of JNTUH in the discretion of the Chief Engineer, JNTUH, Kukatpally, Hyderabad. The Service Provider / Contractor and JNTUH shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Kukatpally, Hyderabad. The resultant contract will be interpreted under Indian Laws.

## ANNEXURE-I

**CHECK-LIST FOR DOCUMENTS TO BE PLACED IN  
TECHNICAL BID PART-I (UNPRICED) ENVELOPE****Please tick (√)**

Sl. No.	Documents to be attached	Yes	No
1	Proof of the tenderer being based at India level and operating their business in and around Telangana State.		
2	EMD of Rs.10,000/- (Rs. Ten thousand only) in the form of DD issued by any scheduled commercial bank in favour of <b>The Registrar, JNTUH Kukatpally, Hyderabad</b>		
3	Processing Fee (non-refundable) Separate demand draft for Rs.1180/- issued by any scheduled commercial bank in favour of <b>The Registrar, JNTUH Kukatpally, Hyderabad</b> if the tender is downloaded from JNTUH's website.		
4	Tenderer's self-attested copy of the PAN /TAN card issued by the Income Tax Department		
5	Self-attested copy of GST Registration Number (if applicable)		
6	Self-attested copy of valid Employee Provident Fund Registration number from concerned authorities.		
7	Self-attested copy of valid ESI Registration Number from concerned authorities.		
8	Agency should be running a minimum of 5 gyms with at least 100 registered members in each gym		
9	Proof of turnover for atleast three out of the last four financial years ( <b>2015-16, 2016-17, 2017-18 &amp; 2018-19</b> ) duly certified by a Chartered Accountant (minimum average annual turnover should be Rs.15.00 lac) of which one financial year turnover should be of at least Rs.20.00 lac ( <b>Attach certificates for all three years</b> )		
10	A certificate regarding non relationship of Service Provider/ Contractor with the employees as per <b>Annexure-IV</b>		
11	Self-Attested copy of Registered Partnership Deed/Certificate of Incorporation and Registration Certificate where the tender is submitted on behalf of Partnership/Company/Society etc.,		
12	Self-Attested copy of Power of Attorney duly stamped and authenticated by Notary Public where Tender is signed by Agent/Authorized Representative on behalf of any Individual/Sole Proprietor/Partnership firm/Society		
13	Compliance Report as per given draft at <b>Annexure-II</b>		
14	Declaration in the form of affidavit that individual/firm/organization including its Partners/ Shareholders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court <b>Annexure-VI</b>		
15	Tendering Agency's profile as per <b>Annexure- III</b>		
16	List of present and past clients as per <b>Annexure-XI</b> .		
17	Financial Bid as per <b>Annexure-X</b>		
18	The service provider/Contractor should have IT returns for last three financial years.		
19	The service provider/Contractor should furnish satisfactory certificate from the Clients.		

**ANNEXURE- II**  
**COMPLIANCE REPORT**

To  
The Chief Engineer,  
Engineering Department,  
JNTUH Kukatpally,  
Hyderabad – 500085.

**Sub:- Tender for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad.**

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages, Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc. to his employee. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, The Factories Act 1948, The Employees Compensation Act 1923 (Workmen's Compensation Act 1923) Payment of Bonus Act 1965, Payment of Gratuity Act 1972, The Equal Remuneration Act 1976, The Industrial Dispute Act 1947, Contract Labour (Regulation and Abolition) Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour / (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed thereunder from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

Certified that I/We have read over the tender document containing Section-I (Notice inviting Tender), Section -2 (Eligibility Criteria), Section-3 (Instructions to Tenderer) Section 4 (terms and conditions) and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid).

I/We undertake to abide the terms and conditions as laid down in the tender document and the Annexures as stated above in case the work order is allotted to me/us.

Place: .....

Date: .....

**ANNEXURE- III****TENDERING AGENCY'S PROFILE**

1	Name & Registered Address of firm/Agency and Telephone numbers.	
2	Whether based in Telangana State and Registered with ESI / PF and other statutory authorities in Telangana State	
3	Registration No. of the Firm/Agency	
4	Name, Designation, Address & Tel. No. of contact person	
5	Fax Number, E- Mail and Mobile Number	
6	Please specify as to whether tenderer is sole proprietor /Partnership firm / company or any other establishment.	
7	Name, Address and Telephone No. of Heads/ partners etc. be specified	
8	PAN /TAN No. issued by Income Tax Dept.	
9	Service Tax No. / <b>GST No.</b>	
10	Provident Fund Account No.	
11	ESI Registration Number	
12	Details of EMD: (a) Amount: (b)DD No. (c) Date of issue: (d) Name of issuing Bank	
13	Name of the person if any to whom Authorization / Power of Attorney granted.	
14	Any other information	

**ANNEXURE- IV**

**Participation of near relatives of employees in the tender**

I / We / Our Organization, .....  
including our Partners/Shareholders/Directors hereby certify that none of my/our relative (s) is/are employed in Jawaharlal Nehru Technological University Hyderabad. In case at any stage, if it is found that the information given by me/us is false/ incorrect, Jawaharlal Nehru Technological University Hyderabad shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Signature of the tenderer with Seal.

Place :

Date :

**ANNEXURE- V**

**NO DUES CERTIFICATE**

**(To be submitted when the contract is cancelled/Terminated/ Completed for refund of Security amount)**

**DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE  
JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY HYDERABAD**

**(On Non Judicial Stamp Paper of Rs.100/-duly notarized)**

This deed of indemnity executed on \_\_\_\_\_ at Hyderabad by on behalf of (Name and address of Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad Service Provider) (herein referred to as the Service Provider) favouring Jawaharlal Nehru Technological University Hyderabad (Herein referred to as the Chief Engineer) having their office at JNTUH Kukatpally, Hyderabad – 500085 witness as follows:

1. The Service Provider had been working for the Chief Engineer, JNTUH at Hyderabad for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad.
2. The Service Provider has made a security deposit of Rs \_\_\_\_\_ only) for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad as provided under item No.1 above.
3. The Contract for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad on hire has been completed/ terminated by the Principal/ Cancelled by the Chief Engineer/ Service Provider w.e.f. \_\_\_\_\_.
4. The Service Provider has paid all dues of the workers engaged in aforesaid Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad and has also paid all the bills of the materials purchased for the purpose of the abovementioned Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad under item No.1.
5. The Service Provider having satisfied the Chief Engineer that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Chief Engineer and on the request of the Service Provider.
6. Chief Engineer has agreed to refund the aforesaid security deposit of Rs. \_\_\_\_\_.
7. Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:
8. In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Chief Engineer caused by the service provider or his workers, the Contractor shall, on being required by the Chief Engineer, pay and make good all those dues or damages forthwith.

9. In the event of delay of failure to pay or make good any amount in the above connection which the Chief Engineer has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Chief Engineer against all claims, demands, expense, losses, proceedings and all liabilities of whatsoever nature.

10. We hereby confirm that during the course of our contract for Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad, we confirm having complied with the provisions of all the relevant labour laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, The Factories Act 1948, The Employees Compensation Act 1923 (Workmen's Compensation Act 1923) Payment of Bonus Act 1965, Payment of Gratuity Act 1972, The Equal Remuneration Act 1976, The Industrial Dispute Act 1947, Contract Labour (Regulation and Abolition) Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948).

In witness whereof the Service Provider has signed his deed of indemnity at the place and date above mentioned in presence of following witness:

**Witness:**

1. Signature:

Name :

Address:

Signature of the Service Provider/Contractor

Seal

**(Indemnifier)**

2. Signature:

Name :

Address:



**ANNEXURE –VI**

**(AFFIDAVIT ON 100/- STAMP PAPER REGARDING  
NON BLACKLISTING/PROSECUTION)  
(To be notarized)**

Date: \_\_\_\_\_

I hereby depose that neither me nor our Organization \_\_\_\_\_  
\_\_\_\_\_ including our Partners/Shareholders/ Directors  
were ever blacklisted/prosecuted by any Organization / departments / statutory body(ies) in  
any State or by any Courts of Law.

Witness:

(Tenderer)

Deponent

**Verification:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ and the contents mentioned/stated above  
in this affidavit is true to the best of knowledge based on firm records and no material is  
hidden there from.

(Tenderer)

**ANNEXURE- VII**

**“SCOPE OF SERVICE”**

1 The Contractor will be fully responsible for everything in relation to Annual maintenance and Operation of Gym at JNTUH Indoor Stadium, Kukatpally, Hyderabad including cost of material for minor repairs of the Gym equipment required from time to time.

2 All equipments required for functioning of the Gym shall be provided by JNTUH. However, Contractor will be responsible for safe custody and working of the equipments.

3. The Contractor shall be responsible for maintenance of Gym as per Byelaws of Telangana Govt.

4. The contractor is responsible for:-

- **Maintenance of Gymnasium:**
  - Two physical trainers should be provided during each time slots on site.
  - To maintain the Gym clean, safe and organized.
  - To provide personal training and prescribe workout programs for Gym goers.
  - To instruct correct fitness methods and lifting techniques to minimize the chances of injury.
  - To monitor the Gym goers and ensure that they follow the rules and regulations as mentioned by the University.
  - To ensure the Gym goers attend the Gym in proper uniform.
  - To maintain the equipment in working condition as per company user manual.
  - To plan and manage daily activities at the Gym.
  - Keep and update Inventory list of Equipment used at the facilities.
  - Ensure that all equipment is handled in a responsible manner at all times.
  - Ensure regular updates of Incident reports and also ensure that copies are sent to the Chief Engineer.
  - Daily inspection of all equipment and reporting all required maintenance.
  - Ensuring the Gym is clean and safe and equipment is in a workable condition.
  - Maintain Gym members' records.
  - Maintain a safe and Healthy training environment and support good health practices.
  - Develop and manage a well –run and purposeful health and fitness and training programme.
  - Ensure that the facilities are used by Gym members at approved times only.
  - To ensure that only qualified trainers are appointed to render training services.
  - JNTUH reserves the right to access any file, documents and proof of all fitness trainers' certifications.
  - The agency will be required to provide maintenance services for the equipment which includes:
    - a. Regular and preventive maintenance of equipment
    - b. Need based repairs.
    - c. Replacement of parts due to usage/wear and tear of equipment
    - d. Preventive maintenance every month including lubrication, oiling, internal cleaning of equipment
- As the equipment is new and is in warranty period major repairs will be carried out by suppliers.

**Timings for Gym Slots:**

<b>Morning Slots</b>	
<b>6.00 A.M to 6.45 AM (I)</b>	Open to Boys
<b>7.00 A.M to 7.50 AM (II)</b>	Open to Boys
<b>8.00 A.M to 8.50 AM (III)</b>	Open to Staff (Gents)

<b>Evening Slots</b>	
<b>5.00 P.M to 5.50PM (I)</b>	Open to Girls & Staff (Ladies)
<b>6.00 P.M to 6.45 PM (II)</b>	Open to Girls & Staff (Ladies)
<b>7.00 P.M to 7.45 PM (III)</b>	Open to Boys & Staff (Gents)

**Note: Days / Timings can be altered at the discretion of JNTUH.**

**ANNEXURE – VIII****“DEPLOYMENT OF WORKERS”**

The Contractor shall be responsible for up keep, cleaning, running and maintenance of Gym at JNTUH. The Contractor will maintain and operate Gym as per time schedule and when not in use the Contractor will keep the Gym clean. That the Contractor shall employ under mentioned employees for rendering satisfactory services on all days.

**Two Physical trainers for each time slot as mentioned bellow:-**

**Timings for Swimming Slots:**

<b>Morning Slots</b>	
<b>6.00 A.M to 6.45 AM (I)</b>	Open to Boys (Students)
<b>7.00 A.M to 7.45 AM (II)</b>	Open to Boys (Gents)
<b>8.00 A.M to 8.45 AM (III)</b>	Open to Staff (Gents)

<b>Evening Slots</b>	
<b>4.30 P.M to 5.15 PM (I)</b>	Open to Girls (Students)
<b>5.15 P.M to 6.00 PM (II)</b>	Open to Staff (Ladies), Girls (Students)

**Note: Days / Timings can be altered at the discretion of JNTUH.**

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**ANNEXURE – X**

**PRICE BID**

<b>Annual maintenance and Operation of GYM at JNTUH Indoor Stadium, Kukatpally, Hyderabad</b>	
<b>Grand Total in Figures (Excluding taxes) per one Month including cost of material</b>	<b>Rs. _____</b>
<b>Grand Total in words (Excluding taxes) per one Month including cost of material</b>	<b>Rs.( _____ _____ _____ )</b>