

**TENDER DOCUMENT
FOR
MANPOWER SERVICE PROVIDER**

**OFFICE OF THE PRINCIPAL, GOVT. ITI, LAXMIPUR
KANIMUSA,LAXMIPUR, DIST-KORAPUT, PIN-765013.**

**Date and Time for submission of tender Document: On or before 19.03.2018
By 01.00 P.M**

Date and time for opening of Tender : 19.03.2018 at 03.00 P.M.

GOVT. ITI, LAXMIPUR

AT: KANIMUSA, LAXMIPUR, DIST-KORAPUT, PIN-765013

Tender Call Notice No.:

Date:09.03.2018

TENDER CALL NOTICE

Sealed tenders are invited from reputed Man Power Agencies / Service Providers to provide the service of Watchman, Laboratory Attendant, Sweeper, Data Entry Operator, Hostel cook & Hostel Matron in Govt. ITI, Laxmipur for a period of one year on contract basis for day to day official / academic related work.

The detailed information of outsourcing of the aforesaid service have been given in the Tender Documents which may either be downloaded from the web site **www.italaxmipur.co.in** from 09.03.2018 to 19.03.2018 or obtained in person from the office of the undersigned on any working day from 09.03.2018 to 19.03.2018 by depositing Rs. 500/- (Rupees Five Hundred) only in shape of Demand Draft drawn in favour of Principal, Govt. ITI, Laxmipur payable at Laxmipur from any Nationalized/Scheduled Bank towards the cost of Tender paper. The bidder who has downloaded the Tender paper shall attach Demand Draft of Rs. 500/- as above, made between 09.03.2018 to 19.03.2018. No B.D.s of other dates shall be entertained. The last date and time for submission of Tender document is 19.03.2018 up to 1.00 P.M. **The local Agencies or Authorities will be given preference for better service.**

The undersigned reserves the right to accept or reject any or all bid documents without assigning any reason thereof.

Sd/-
Principal,
Govt. ITI, Laxmipur

GOVT. ITI, LAXMIPUR
AT: KANIMUSA, LAXMIPUR, DIST-KORAPUT, PIN-765013

TENDER DOCUMENT

For providing Service of Watchman, Laboratory Attendant, Sweeper, Data Entry Operator & Hostel Matron to Govt. ITI, Laxmipur by a Private Man Power Service Provider.

- (a) (i) Period of down loading of Tender documents
from the Website www.itilaxmipur.co.in : 09.03.2018 to 19.03.2018
- (ii) Issue of tender paper from office of the
Principal, Govt. ITI, Laxmipur : 09.03.2018 to 19.03.2018 on
Working days
- (b) Date & Time for submission of Tender Documents: 09.03.2018 to 19.03.2018 on working days during working Hours & on 19.03.2018 up to 1.00 P.M. (Tender Documents may be submitted by Registered Post / Speed Post / by hand so as to reach the office of the Principal, Govt. ITI, Laxmipur as per the above date & time. Tender Documents received after 19.03.2018 at 1.00 P.M. will not be considered)
- (c) Date and Time for opening of
- (i) Technical Bids : 19.03.2018 at 03.00 PM.
- (ii) Financial Bids of eligible Bidders : 19.03.2018 at 04.00 PM
- (d) Likely date for commencement of
Deployment of required manpower : 01.04. 2018

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**OFFICE OF THE PRINCIPAL, GOVT. ITI, LAXMIPUR
AT-KANIMUSA, LAXMIPUR, DIST-KORAPUT, PIN-765013**

Tender Call Notice No.: 493

Dated: 09.03.2018.

TENDER CALL NOTICE

Sealed Tenders are invited from reputed Manpower Agencies / Service Provider to provide the services of Manpower on contract basis for day to day official work of Govt. ITI, Laxmipur.

Tender should be accompanied with refundable Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in shape of Demand Draft in favour of Principal, Govt. ITI, Laxmipur on any Nationalized Bank payable at SBI, Laxmipur.

The detailed information for outsourcing the service of aforesaid services is given in the Tender Document which may either be downloaded from the website **www.itilaxmipur.co.in** or obtained in person from the office of the undersigned on any working day between 10 A.M. to 5.00 PM from 12.03.2018 to 19.03.2018 by depositing **Rs.500/- (Five Hundred)** only in shape of **Account Payee Demand Draft/Banker's Cheque in favour of Principal, Govt. ITI, Laxmipur payable at any Nationalized/Scheduled Bank** towards the cost of Tender paper. The bidder who has downloaded the Tender paper shall attach the Demand Draft/Banker's Cheque (made between 12.03.2018 to 19.03.2018) as mentioned above along with the tender documents. Demand Drafts/Banker's Cheques of dates other than that mentioned above shall not be entertained. The last date and time for submission of Tender document is 19.03.2018 by 1.00 P.M.

The last date and time of submission of tender document is **1.00 P.M. on 19.03.2018** at Govt. ITI, Laxmipur, Kanimusa, Laxmipur, Koraput-765013

The undersigned, reserves the right to reject all bids without assigning any reason.

Sd/-
Principal,
Govt. ITI, Laxmipur

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Govt. ITI, Laxmipur requires the Services from reputed, well established and financially sound Manpower Service Providers to provide Manpower services of Watchman, Laboratory Attendant, Sweeper, Data Entry Operator, Matron, Cook on contract basis for day to day official / academic work.
2. The contract for providing the aforesaid manpower is likely to commence from a suitable date & would continue for a period of 1 year. The period of the contract may be extended beyond this period provided the man power requirement of the Govt. ITI, Laxmipur persists at that time or may be curtailed/ terminated before completion of contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in requirements of man power of the Govt. ITI, Laxmipur or change in Government rule. The Principal Govt. ITI, Laxmipur, however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. The Institution has tentative requirement of the following man power. The requirements may increase/decrease in any / all the categories.

Sl. No	Nature of manpower	Tentative Requirement
01	Watchman	03
02	Attendant	01
03	Sweeper	02 (1 Male 1 Female)
04	Cook and Attendant	02
05	Data Entry Operator	01

4. The estimated cost of the contract is approximately Rs. 15 Lakhs per annum .
The interested Manpower Service Providers may submit the tender document filled in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- and other requisite documents on or before **19.03.2018 up to 1.00 P.M.** at Govt. ITI, Laxmipur, Kanimusa, Laxmipur, Koraput-765013 by Registered post / Speed post / By hand. The tender documents are to be downloaded from the website www.itilaxmipur.co.in. **The local Agencies or Authorities will be given preference for better service.**
5. The various crucial dates relating to "Tender for Providing Manpower Services to the Govt. ITI, Laxmipur are cited as under;
 - a. (i) Period of issue of Tender Document
from the Website www.itilaxmipur.co.in : 09.03.2018 to 19.03.2018
 - (ii) Issue of tender paper from office of the
Principal, Govt. ITI, Laxmipur : 09.03.2018 to 19.03.2018
On working days
- b. Date and Time for submission of tender Documents : 09.03.2018 to 19.03.2018
on working days during
working hours and up to
1.00 P.M. on 19.03.2018.

(Tender document may be submitted by Registered Post / Speed Post / by Hand so as to reach the Office of the Principal, Govt. ITI, Laxmipur as per the above date and time)

- c. Date and time for opening of
- (i) Technical Bids : 19.03.2018 at 03.00 P.M.
 - (ii) Financial Bids of eligible Bidders : 19.03.2018 at 04.00PM.
- d. Likely date for commencement of
Deployment of required manpower : 01.04.2018

6. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit tender paper in two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Servicers to Govt. ITI, Laxmipur**" and "**Financial Bid for Providing Manpower Servicers to Govt. ITI, Laxmipur**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for providing Manpower Services to Govt. ITI, Laxmipur**". Tender Documents received after 19.03.2018, 1.00 P.M. will not be considered.

7. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only), refundable (without interest), should be necessarily accompanied with the Tender of the service provider in the form of Demand Draft from any Nationalized Bank drawn in favour of **Principal, Govt. ITI, Laxmipur** Payable at **any Nationalized/Scheduled Bank** failing which the tender shall be rejected summarily.

8. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 1,00,000/- (Rupees One Lakh Only) in the form Fixed Deposit Receipt (FDR) made in the name of agency and hypothecated to the **Principal, Govt. ITI, Laxmipur** or in the form of Bank Guarantee from any Nationalized Bank in favour of the **Principal, Govt. ITI, Laxmipur** covering the period of contract. In case the contract is further extended beyond the initial period the Bank Guarantee will have to be accordingly renewed.

9. The tendering Manpower Service Provider are required to enclose photo copies of the following documents (Dully attested by group "A" gazette officer of the State Govt. / Center Govt.) along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:

- (a) Registration certificate of the applicant organization;
- (b) Copy of Pan Card of Firm;
- (c) Copy of the IT return filed for the last three financial years
- (d) Copies of EPF and ESI certificate.
- (e) Copy of the Service tax Registration certificate.
- (f) Certified Extract of the bank Account containing transaction during last three years.

10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

11. All entries in the tender form should be legible and filled clearly. If the space for furnishing Information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

12. The Technical Bids shall be opened on the scheduled date and time, in the office room of Principal, Govt. ITI, Laxmipur in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

13. The Financial Bid of only those tenderers will be opened, whose Technical bids are found in order. The Financial bids shall be opened at the scheduled date and time in the office room of Principal, Govt. ITI, Laxmipur in presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

14. The Principal, Govt. ITI, Laxmipur, reserves the right to accept or reject any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the Koraput District. In case the Manpower service provider has no registered office / branch office within Koraput district, then the Manpower Service Provider should provide the name, designation, Address and contact number of the person to liaison with this office.
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have at least two / three years experience in providing Manpower to Government Departments, Public Companies / Banks, etc.
 - (d) They should have their own Bank Account in the name of Company / Organization/ Farms.
 - (e) They should be registered with Income Tax and Service Tax Departments.
 - (f) They should be registered with appropriate authorities under Employees provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance that may be required for providing Manpower Services.
 - (h) Annual turnover of the service provider should be 15.00 (Fifteen) Lakhs or more.
 - (i) Execution of contracts of similar type during proceeding 3 years of value equal to or more than 60% the estimate cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER IN
“GOVT. ITI, LAXMIPUR”**

1. He / She should be above 18 years of age and not exceeding **40** years.
2. The Minimum Educational Qualification for the different requirement is given below.

Nature of manpower	Minimum essential qualification	Remarks
Watchman	Class-VIII pass or above	
Attendant	10 th Pass	
Sweeper	Literate	
Cook and Attendant	+2 Pass or above	
Data Entry Operator	Graduation with PGDCA or 3 yr Diploma in Computer Sc.	

APPLICATION - TECHNICAL BID
(For Providing Manpower Service to Govt. ITI, Laxmipur)

1. Name of Tendering Manpower Service Provider: _____
2. Details of Earnest Money Deposit: DD No. _____ date _____
Of Rs. _____ drawn on Bank _____
3. Name of Proprietor/Partner/Director: _____

4. Full Address of Registered Office: _____
E-mail _____
Address: _____
Telephone No.: _____ FAX No.: _____
5. Full address of Operating/Branch Office: _____
E-mail Address: _____
Telephone No.: _____ FAX No.: _____
6. Name, Designation, Address & Telephone no. of Authorized officer/ person to liaise with Office

7. Banker of the Manpower Service Provider : _____
(Attach Certified copy of statement of A/C for the last three years)
8. PAN / GIR No. (Attach attested copy): _____
9. Service Tax Registration No. : _____
(Attach attested copy)
10. E.P.F. Registration No. (Attach attested copy): _____
11. E.S.I, Registration No. (Attach attested copy) : _____
12. Financial turnover of the tendering Manpower Service Provider for the last 3 financial years

Financial Year	Amount (Rs. Lakh.)	Remarks, if any
2014-2015		
2015-2016		
2016-2017		

Additional information, If any; (Attach separate sheet if space provided is insufficient)

13. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

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

Sl. No.	Name of client, address, telephone & fax no.	Manpower Service Provider		Amount of contract (Rs. Lakhs)	Duration of Contract	
		Type of Man Power Provided	No.		From	To

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

Date:
Place:

Signature of authorized person
Full Name:
Seal

DECLARATION

I _____ Son / Daughter / Wife of
Sri _____ Proprietor / Director / authorized signatory of the Service
Provider, mentioned above am competent to sign this declaration and execute this tender document;

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person
Full Name:
Seal

APPLICATION – FINANCIAL BID

(For Providing Manpower Assistance to Govt. ITI, Laxmipur)

1. Name of tendering Manpower Service Provider: _____
2. Rate per person per day (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess, etc. if any

Sl. No.	Manpower type	Monthly Rate per person						Total per person
		*Take home Remuneration per month	EPF @	ESI @	Other Statutory dues if any	Service Charges in %	Service tax	
01	Watchman/Security Guard							
02	Sweeper							
03	Data Entry Operator							
04	Cook and Attendant							
05	Laboratory Attendant							

*Minimum remuneration per day per person should not be less than the wage prescribed by Government of Odisha.

Date:
Place

Signature of authorized person
Full Name:
Seal

Notes:

- The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall likely to commence from suitable date or later and shall continue of 1 year, unless it is curtailed or terminated by the Principal Govt. ITI, Laxmipur owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements or Government rules.
2. The Agreement shall automatically expire once the contract period is complete, unless extended further by the mutual consent of the Manpower Service Provider and the Principal Govt. ITI, Laxmipur.
3. The Agreement may be extended, on the same terms and conditions or with some additions deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Principal Govt. ITI, Laxmipur.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Principal Govt. ITI, Laxmipur.
5. The Govt. ITI, Laxmipur at present, has tentative requirement of manpower as mentioned at page 6 under the scope and general instruction for bidders on urgent basis. The requirement of this office may further increase or decrease, during the period of initial contract also and the Tenderer should have to provide additional Manpower Service, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Principal Govt. ITI, Laxmipur while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action besides termination of the Agreement.
7. The Principal Govt. ITI, Laxmipur reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at the scheduled time at the concerned sections of Govt. ITI, Laxmipur and discharge their duty for the schedule time. In case the person deployed comes late / leaves early on three occasion remuneration for one day will be deducted from the total remuneration of the month.
9. The person deployed may be called on holidays to attend duty and shall be paid remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the concerned Officer of the Govt. ITI, Laxmipur so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Govt. ITI, Laxmipur shall be that of the Manpower Service Provider and the Govt. ITI, Laxmipur will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and show such evidence as may be required by this office.
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim what so ever like employer and employee relationship against the Govt. ITI, Laxmipur.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances of resolution of disputes relating to persons deployed. The Govt. ITI, Laxmipur shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Govt. ITI, Laxmipur and an Authorized representative of the Manpower Service Provider.

14. The Govt. ITI, Laxmipur shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should local person and have good moral character & well behaved and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Govt. ITI, Laxmipur or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. Every page of the tender paper should be signed by the Manpower Service Provider with seal.

LEGAL

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take Oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Govt. ITI, Laxmipur. This office shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Govt. ITI, Laxmipur or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Govt. ITI, Laxmipur.
26. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Govt. ITI, Laxmipur or any other authority under law.
27. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Govt. ITI, Laxmipur or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Principal Govt. ITI, Laxmipur put to any loss / obligation, monetary or otherwise, the Govt. ITI, Laxmipur or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Govt. ITI, Laxmipur or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Govt. ITI, Laxmipur by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The Bid should be accompanied with an Earnest Money Deposit (EMD) of Rupees 10,000/- only, refundable without interest and cost of Tender Document (receipt/DD) in the form of Demand Draft drawn in favour of Principal, Govt. ITI, Laxmipur payable at SBI, Laxmipur failing which the tender shall be rejected out rightly.
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if, the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
32. The successful tender will have to deposit a Performance Security Deposit of Rs. 10,000/- (Rupees Ten thousand) only in the form of Fixed Deposit Receipt (FDR) made in the name agency and hypothecated to the Principal, Govt. ITI, Laxmipur or in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Principal, Govt. ITI, Laxmipur covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR / Bank guarantee will have to be accordingly renewed.
33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by this office in respect of the person deployed and submit the same to the Principal Govt. ITI, Laxmipur in the first week of the succeeding month.
35. The claims in bills regarding Employees State Insurance, provident Fund, and service tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of Principal, Govt. ITI, Laxmipur.
36. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
37. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of the court at Koraput.
40. The successful bidder will enter into an agreement with this Govt. ITI, Laxmipur, for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application Technical Bid along with the Money receipt / demand draft of Rs. 500/- towards cost of Tender paper and DD for EMD.
2. Attested copy of registration of agency.
3. Certified copy of the statement of bank account of agency for the last three years.
4. Attested copy of PAN Card of the firm.
5. Attested copy of latest IT return filed by agency.
6. Attested copy of Service Tax registration certificate.
7. Attested copy of the E.P.F. registration letter / certificate.
8. Attested copy of the E.S.I, registration letter / certificate.
9. Certified documents in support of the financial turnover of the agency.
10. Certified documents in support of entries in column 13 of Technical Bid Application.
11. Copy of the terms and conditions at pages 13 to 16 in Tender document with each page duly Signed and sealed by the authorized signatory of the agency in token of their acceptance.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short-listed by agency containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Undertaking form from the person concerned.
4. Declaration should be given by Man power service provider authority that no Criminal record of employees to be deployed in Govt. ITI, Laxmipur.
5. Any other document considered relevant.

AGREEMENT

This Agreement is made on this day of ----- Between the Principal, GOVERNMENT INDUSTRIAL TRAINING INSTITUTE, Laxmipur here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s _____ represented by Sri _____ here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in Govt. ITI, Laxmipur

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as per requisition of Govt. ITI, Laxmipur in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider", the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to one year from the date of executing order by the Service Provider. IN WITNESS WHEREOF the parties have caused their respective common seals to be here into set their respective hands and seals on the day and year first written above.

Signature of the Officer

Signature of the Authority

Authorized to sign

Principal, Govt. ITI, Laxmipur

On behalf of Manpower Service Provider

In the presence of witness:

1. Name:

1. Name:

Address:

Address:

2. Name:

2. Name:

Address:

Address:

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from a suitable date or later and shall continue for a period of 1 year, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on once the contract period is completed, or unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at scheduled time at Govt. ITI, Laxmipur or such other office as may have been kept in charge of the Office establishment of the office concerned and would leave at the scheduled time. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Govt. ITI, Laxmipur so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Govt. ITI, Laxmipur or Office concerned shall be that of the Manpower Service Provider and the Govt. ITI, Laxmipur or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the Govt. ITI, Laxmipur or Office concerned.
10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Govt. ITI, Laxmipur or Office concerned.
11. The Manpower Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The Govt. ITI, Laxmipur shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a Joint Committee consisting of a representative of the Govt. ITI, Laxmipur or Office concerned and an Authorized representative of the Manpower Service Provider

12. The Govt. ITI, Laxmipur shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking in the form of affidavit from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if, required under the Act.
17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
18. The persons deployed by the Manpower Service Provider should have good moral character, well behaved and no criminal case should be pending against them.
19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Govt. ITI, Laxmipur or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Govt. ITI, Laxmipur or office concerned. The Govt. ITI, Laxmipur or office concerned shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Govt. ITI, Laxmipur or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Govt. ITI, Laxmipur or office concerned.

23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Govt. ITI, Laxmipur or office concerned or any other authority under Law.
24. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act/ Rules, as amended , from time to time and a certificate to this effect shall be provided by the Govt. ITI, Laxmipur or office concerned.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Govt. ITI, Laxmipur or the office concerned is put to any loss / obligation, monetary or otherwise, the Govt. ITI, Laxmipur or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Govt. ITI, Laxmipur or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Govt. ITI, Laxmipur or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
28. The absentee statement of the persons engaged during a month will be sent to the service provider by 5th of the succeeding month .The Manpower Service Provider shall raise the bill, along with signatures of all Manpower and the certification by concerned officer as a proof that the payments to all have been made by contractor in the presence of concerned officer. On monthly basis, the contractor should submit the bill (in triplicate) along with photocopies of (Wages and attendance) registers for that month as prescribed under minimum wages Act, and authenticated proofs for payment of (EPF, ESI) with ECR& Service tax dues in respect to all Manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms- conditions. The contractor shall submit the bill by 10th of the month.
29. As far as possible the payment will be released by the 25th of the succeeding month.
30. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
31. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the provision encountered at a later stage.
32. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority i.e Laxmipur, who has executed the agreement, is located.