



**TENDER DOCUMENT  
FOR  
MANPOWER SERVICE PROVIDER**

**OFFICE OF THE PRINCIPAL, GOVERNMENT POLYTECHNIC, MALKANGIRI  
AT- PRADHANIGUDA, P.O./DIST-MALKANGIRI, PIN-764045  
Email: [principalgpmalkangiri@gmail.com](mailto:principalgpmalkangiri@gmail.com)**

Price: Rs.500.00

(Those who download the tender document

From Website should enclose a DD for Rs.500.00

In favour of Principal, Government Polytechnic, Malkangiri.

towards cost of tender from any Nationalised Bank(non-refundable)



## BIDDER'S COVERING LETTER

To,  
The Principal,  
Government Polytechnic, Malkangiri.

Dear Sir,

Ref: Tender no: \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 30 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this ..... Day of ..... (the month and year)

Signature of Authorised Signatory .....

In capacity of .....

Duly authorized to sign the bid for and on behalf of.....

**The cost of bid document: Rs.500/- ( NON-REFUNDABLE)**

Crossed D.D. no. .... dated .....

Drawn on bank: .....



## LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: \_\_\_\_\_

To,  
The Principal,  
Government Polytechnic, Malkangiri

Dear Sir,

Subject: Authorization for attending bid opening on .....(date) in the Tender for Manpower Services for the Government Polytechnic, Malkangiri (tender no: \_\_\_\_\_)

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

Order of Preference Name Specimen  
Signature

1.

2.

Or

Officer authorized to sign the bid documents on behalf of the bidder.

**Note:**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.



**GOVERNMENT POLYTECHNIC, MALKANGIRI**  
At- Pradhaniguda, P.O./DIST.-Malkangiri, PIN-764045

No. -      Date:

### **TENDER NOTICE**

Sealed tender are invited from registered manpower agencies/service providers to provide the services of Data Entry Operator, Watchman , Attendants –cum-sweeper, Driver-cum-Mech), Lady Matron and Sweepers for a period of one year and likely to be extended in future.

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.malkangiri.nic.in](http://www.malkangiri.nic.in) or obtained in person from the office of the undersigned on any working day between 10 A.M. to 5.00 P.M within 04.07.2018 to 19.07.2018 by depositing **Rs.500/- (Rupees Five Hundred)** only(non-refundable) in shape of D.D. in favour of Principal, Government Polytechnic, Malkangiri towards the cost of Tender paper. The last date and time for receiving of Tender document is 19.07.2018 by 5.00 P.M. through speed post/Regd. Post only. The bidder who has downloaded the Tender paper shall attach the B.D., as above, made between 04.07.2018 to 19.07.2018. No B.D.s of other dates shall be entertained.

Sd/-  
Principal,  
Government Polytechnic, Malkangiri



**GOVERNMENT POLYTECHNIC, MALKANGIRI**  
(AT-PRADHANIGUDA, PO/DIST.-MALKANGIRI,PIN-764045)

Under the Directorate of Technical Education & Training, Odisha, Cuttack  
&  
Skill Development and Technical Education Department,  
Government of Odisha

**TENDER DOCUMENT**

For providing Services of Data Entry Operator, Security guards, Sweeper, Attendants(Peons) to Government Polytechnic, Malkangiri by registered private manpower agencies/service providers

- (a) (i) Period of downloading Tender Document  
from web site [www.malkangiri.nic.in](http://www.malkangiri.nic.in) : From 04.07.2018 to 19.07.2018
- (ii) Issue of Tender Document in the Office  
the Principal, Govt. Polytechnic, Malkangi : From 04.07.2018 to 19.07.2018 on  
working days from 10.00 AM to 05.00 PM
- (b) Date and time for receiving of Tender documents : During working Hours 04.07.18 to 19.07.18  
10.00 A.M. to 5.00 P.M.
- (Tender Documents may be submitted by Registered Post/Speed Post so as to reach the Office of the Principal, Government Polytechnic, Malkangiri as per the above date and time)
- (c) Date and time for opening of Tender Paper
- (i) Technical Bid : 20.07.2018 at 11.00 A.M.
- (ii) Financial Bid of eligible bidders. : 20.07.2018 at 2.00 P.M.
- (d) Likely date for commencement of  
Deployment of required manpower. : 1<sup>st</sup> of August-2018



### CONTENTS OF TENDER DOCUMENTS

Sl. No	Description of contents	Page Number
1.	Scope of work and general instructions for service bidders	3 to 5
2.	Technical Specifications for the service provider and the manpower to be deployed in the institution by the service provider	6 & 7
3	Tender Application (Technical Bid )	8 to 10
4.	Tender Application (Financial Bid)	11
5.	Terms and Conditions	12 to 15
6	Chronological order for arrangement of documents.	16
7	Agreement with Annexure	17 to 20



## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Government Polytechnic, Malkangiri requires the services of registered and financially sound Manpower Service Providers to provide services of Data Entry Operator, Security guards(watchman), Attendant-cum- Sweeper, Lady Matron and driver-cum-mechanic on outsourcing basis for day to day work of institute & hostels.
2. The contract for providing the aforesaid manpower is likely to commence from 1.08.2018 and would continue till 31.07.2019 provided the requirement of the institute for manpower persists at that time or may be curtailed/ terminated before 31.07.2019 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the institute's requirements or change in Govt. Rule. The authority, however, reserves the right to terminate this initial contract at any time after giving 15 days prior notice to the selected Service Provider. If required agreement period may be extended beyond 31.07.2019 according to requirement of man power
3. This institute has tentative requirement for 02(two) no. of Data Entry Operators, 05 (five) nos of watchman-cum-Sweeper / watchwoman-cum-Sweeper, 08(eight) no. of attendant-cum-Sweeper, 01 (one) no.of driver-cum-mechanic, and 01(one) no. of Lady Matron.
4. The estimated cost of the contract is approximately 20.00 Lakhs (twenty Lakhs )only

The interested Manpower Service Providers may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand ) only and other requisite documents on or before 19.07.18 up to 5.00 P.M. at Government Polytechnic, Malkangiri, At-Pradhaniguda PO/Dist-Malkangiri by Registered Post/Speed Post. The EMD should be attached with the technical bid of the tender in a sealed cover.

5. The various crucial dates relating to "Tender for Providing Manpower Services to Government Polytechnic, Malkangiri" are cited as under.

- a) (i) Period of downloading Tender Document from web site [www.malkangiri.nic.in](http://www.malkangiri.nic.in) : From 04.07.2018 to 19.07.2018
- (ii) Issue of Tender Document in the Office of the Principal, Govt. Polytechnic, Malkangiri : From 04.07.2018 to 19.07.2018 working days from 10.00 AM to 05.00 PM
- b) Date and time for receiving of Tender Document. : 04.07.2018 to 19.07.2018 (during Working Hours-10.00 A.M. to 5.00 P.M.
- c) (i) Date and time for opening of Technical Bid : 20.07.2018 at 11.00 A.M.
- (ii) Date and time for opening of Financial Bid For all eligible Tenderer : 20.07.2018 at 02.00 P.M.
- d) Likely date for commencement of Deployment of required manpower. : 1<sup>st</sup> of August -2018



6. The tender has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit Tender papers in two separate sealed envelopes super scribing **“Technical Bid for Providing Manpower Services to Government Polytechnic, Malkangiri”** and **“Financial Bid for Providing Manpower Services to Government Polytechnic, Malkangiri”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Government Polytechnic, Malkangiri”**
7. The Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Crossed Demand Draft drawn in favour of Principal, Government Polytechnic, Malkangiri” payable at any **Nationalized Bank** in Malkangiri **failing which the tender shall be rejected summarily.**
8. The successful tenderer will have to deposit a Performance Security Deposit of Rs.20,00,000 (Rupees twenty lakh) only in the form of Fixed Deposit Receipts(FDR)made in the name of agency and hypothecated to the Principal Government Polytechnic ,Malkangiri **or** in the form of Bank Guarantee from any **Nationalized Bank** in favour of the Principal Government Polytechnic, Malkangiri 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.
9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Gazetted Officer of the State Governments/Central Government), 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 / GIR card;
  - c) Copy of the Income Tax return filed for the last three financial years;
  - d) Copies of E.P.F. and E.S.I. certificates;
  - e) Copy of the G.S.T. registration certificate;
  - f) Certified extracts of the Bank Account containing transactions during last three years.
  - g) Copy of valid Labour License Certificate.
10. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**



Page-05 of 20

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 while mentioning the rates of contract. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in other cases must be initialed by the person authorized to sign the tender bids.
12. The Tender papers shall be opened on the scheduled date and time i.e. at 11.00 AM on 20.07.2018, in the office room of Principal, Government Polytechnic, Malkangiri 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 Bid shall be opened on the scheduled date and time i.e. at 02.00 P.M. on 20.07.2018, in the office room of Principal, Government Polytechnic, Malkangiri in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Competent Authority i.e. the Principal, Government Polytechnic, Malkangiri reserves the right to accept or reject any or all bids without assigning any reason.



**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 Malkangiri district. In case the man power service provider has no registered office /branch office within Malkangiri district, then the Man power 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, Institutes, Public Sector Companies/ Banks, etc.; with proof.
  - d) They should have their own Bank Account in name of the Organization/ Company/Farm;
  - e) They should be registered with Income Tax and G.S.T. 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 (to be specified by the user Department) that may be required for providing manpower services.
  - h) Annual Turn-over of the Service Provider should be 20.00 Lakhs (Twenty Lakhs ) or more.
  - i) Execution of contracts of similar type during preceding 3 years of value equal to or more than 60% of the estimated cost of the present contract.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE "GOVERNMENT POLYTECHNIC, MALKANGIRI".**

1. She / he should be above 18 years of age and not exceeding 40 years.
  
2. The Minimum Educational Qualification-
  - a) For Watchman/woman, - VII
  - b) For Attendant-cum- Sweeper - VII
  - c) For the Data Entry Operator - Graduate with PGDCA.
  - d) For Lady Matron - Graduate
  - e) For Driver-cum-mechanic - Matric / under matric (with valid licence of one year or more experience.)

The Data Entry Operator should have a typing speed of 40 words per minute in English and should be well conversant with computers and essentially well trained in M.S .office, internet and LAN function and should have computer course certificates (DCA/equivalent) with minimum of six months experience. Higher extra qualifications are appreciable.

3. Watchman/watchwoman /Attendant/Sweeper/Data Entry Operator/Driver/Lady Matron should be a hard worker and good physique to render the services to Government Polytechnic, Malkangiri.



## APPLICATION TECHNICAL BID

"FOR PROVIDING MANPOWER SERVICES TO GOVERNMENT POLYTECHNIC, MALKANGIRI".

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_

2. Details of Earnest Money Deposit :DD No. \_\_\_\_\_ date \_\_\_\_\_

Of Rs.20,000.00 drawn on Bank \_\_\_\_\_

3. Name of Proprietor / Partner/Director: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Full Address of Registered Office: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

5. Full Address of Operating Office/Branch

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

6. Name Designation, address & Telephone No. of authorized officer /person to liaise with this office

7. Banker of the Manpower Service Provider: \_\_\_\_\_

(Attach certified copy of statement of

A/C for the last Three years). \_\_\_\_\_

\_\_\_\_\_

Telephone No. of Banker \_\_\_\_\_

8. PAN / GIR No. (Attach attested copy) : \_\_\_\_\_



9. G.S.T. Registration No. : \_\_\_\_\_

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.Lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

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:

Sr. No	Name of client, address, telephone & Fax no.	Manpower services provided		Amount of contract (Rs.Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

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

Signature of Manpower Service Provider /  
authorized person

Date:  
Place:

Name:  
Seal :



DECLARATION

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor/ Director/ authorized signatory of the Service Provider mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Manpower Service Provider /  
authorized person

Name:

Seal :

Date:

Place:



## APPLICATION FINANCIAL BID

"FOR PROVIDING MANPOWER SERVICES TO GOVERNMENT POLYTECHNIC, MALKANGIRI".

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:**

Sl No.	Manpower Type	Rate of remuneration per person (figures in Rupees)							TOTAL
		* Take home Remuneration per month	E.P.F. 13.36 % (12+1.36) (Employer share+Estt. Charges)	E.S.I 4.75 %	G.S.T. on remuneration +EPF+ESI (18 %)	Sub-total	Service charge .....%	Other Statutory dues if any .....%	
1.	Data Entry Operator	8880	1186	422	1888	12376			
2.	Watchman-cum-sweeper	8070	1078	383	1716	11247			
3	Attendant(Peon)-cum-sweeper	8070	1078	383	1716	11247			
4	Sweeper	8070	1078	383	1716	11247			
5	Lady Matron	8880	1186	422	1888	12376			
6	Driver-cum-Mechanic	8880	1186	422	1888	12376			

(a) Minimum remuneration per day per person should not be less than the wage prescribed by Government of Odisha

(b) E.P.F. Employee share will be deducted from the take home remuneration of concerned employee.

(C) \* Take home remuneration is subject to NO WORK NO REMUNERATION basis.

(E) 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.

Signature of Manpower Service Provider /  
authorized person

Name:

Seal :

Date:

Place:



GENERAL

The Agreement shall commence from 01.08.2018 and shall continue till 31.07.2019 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.

1. The Agreement shall automatically expire on 31.07.2019 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
2. 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.
3. 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.
15. This institute at present has tentative requirement of manpower for 02(two) no. of Data Entry Operator, 05 (three) nos of Watchman-cum-Sweeper / watchwoman-cum-Sweeper, 08(eight) no. of attendant-cum-Sweeper, 01 (one) no.of driver-cum-mechanic and 01(one) no. of Lady Matron.
4. On urgent basis. The requirement of the institute may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
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 person deployed shall be required to report for work as per scheduled time of their duties fixed by the authority and in no case he/she will be paid extra remuneration beyond duty hours assigned to him/ her. 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 person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the concerned officer of the institute so that optimal services of the persons deployed could be availed without any disruption and shall stationrd at Malkangiri.
10. The entire financial liability in respect of manpower services deployed in the Institute shall be that of the Manpower Service Provider and the Institute 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 Institute.
11. 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 Institute (Government Polytechnic, Malkangiri).



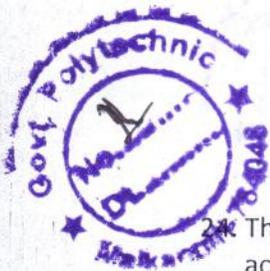
12. The Manpower Service Provider shall be solely responsible for the redress of grievances or resolution of disputes relating to persons deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Institute and an Authorized representative of the Manpower Service Provider.
13. The Institute 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.
14. 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.
15. 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.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. 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 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. \*
18. 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.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. 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 Institute. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. Every page of the tender paper should be signed by the Manpower Service Provider with seal.

**LEGAL:**

22. 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.
23. 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 Institute. The Institute shall have no liability in this regard.

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\*Note:- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable ;to Manpower Service Provider employing more than 20 workmen.



24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Institute 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 Institute.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Institute or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or Office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Institute is put to any loss / obligation, monetary or otherwise, the Institute 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.
28. 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 Institute 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 Institute by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

**FINANCIAL:**

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 20,000.00 (Rupees twenty thousand) (i.e. 1.0% of the contract value) only in the form of Demand Draft drawn in favour of Principal, Government Polytechnic, Malkangiri failing which the tender shall be rejected out rightly.
30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (1<sup>st</sup> Stage)/Financial Bid(2<sup>nd</sup> 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.**
31. The successful tenderer will have to deposit a security amount of Rs.20,00,000/- (Rupees twenty lakh) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Principal, Government Polytechnic, Malkangiri, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

Or

The successful tender will have to deposit a Performance Security Deposit of Rs.20,00,000/- (Rupees Twenty Lakh) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority (Principal, Government Polytechnic, Malkangiri) 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 by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
32. 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.



33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Institute in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
34. 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 the Institute.
35. 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.
36. 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.
37. 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.
38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority i.e. at Malkangiri, who has executed the agreement, is located.
39. The successful bidder will enter into an agreement with this institute for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application - Technical Bid
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 the IT returns for last three years filed by agency;
6. Attested copy of G.S.T. registration certificate;
7. Attested copy of the 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 Valid Labour Licence Certificate;
12. **Copy of the terms and conditions at pages 12-15 in Tender Document with each page duly signed with seal 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 shortlisted by agency for deployment in Government Polytechnic, Malkangiri, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons in the declaration that the information submitted are true and the said bio-data should be attested by Gazetted Officer.

Any other document considered relevant



**AGREEMENT**

The Agreement is made on this day of \_\_\_\_\_ between the Principal, Government Polytechnic, Malkangiri , 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 include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in Government Polytechnic, Malkangiri (institute);

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 the requisition of the Principal, Government Polytechnic, Malkangiri (Institute) 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 unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Manpower Service Provider/ Officer authorized to sign on behalf of Manpower Service Provider.

Signature of the Authority  
Principal, Government Polytechnic, Malkangiri

*In the presence of witness:-*

**Witness**

**Witness**

1. Name:  
Address: .....

1. Name.....  
Address: .....

2. Name: .....  
Address: .....

2. Name.....  
Address: .....



ANNEXURE

**TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from 01.08.2018 and shall continue till 31.07.2019 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 31.07.2019 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 detail furnished by it is to be 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 will be deemed to be a breach of terms of agreement making it liable for legal action besides the termination of the agreement.
6. The Authority reserves the right to terminate the Agreement on giving 15 days notice to the manpower service provider.
7. The person deployed shall be required to report for work as per scheduled time of their duties fixed by the authority and in no case he/she will be paid extra remuneration beyond duty hours assigned to him/ her. 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 person deployed will work on Govt. holidays and Sunday if required, with remuneration as per rates approved by this office on attending such duty.
9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Institute so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the institute shall be that of the manpower Service Provider and the institute 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 adduce such evidence as may be required by the authority.
11. 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 institute.
12. The Manpower Service Provider shall be solely responsible for the redress of the grievances or resolution of disputes relating to persons deployed. The authority 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 persons can place their grievance before a Joint Committee consisting of a representative of the institute appointed by the authority and an Authorized representative of the Manpower Service Provider.

13. The authority & staff of the institute 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.
14. 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.
15. In case of termination of this Agreement on its expiry or otherwise, the person deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the institute under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. 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 copies of the registration certificates should be submitted along with the tender paper. 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.
18. 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.**
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. A declaration to that effect is required to be submitted by the Manpower Service Provider.
20. 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 institute. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. 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.
22. 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 institute & hostels. The Institute shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. On account of service rendered by it 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 institute).
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the institute or any other authority under Law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department/Office concerned.



26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the institute is put to any loss / obligation, monetary or otherwise, the institute 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.
27. 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 institute will have no liability towards non-payment of remuneration to the person 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 institute & hostels concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit and if required the security deposit will be seized.
28. 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.
29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the person appointed by the authority in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. The payment will be made in the 2<sup>nd</sup> week of the said succeed month accordingly.
30. 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 account shall be held up till such proof is furnished, at the discretion of the authority.
31. 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.
32. 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 state.
33. 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.
34. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.