

OFFICE OF THE PRINCIPAL
Industrial Training Institute, Mathili

(A State Government Institute)

(Affiliated to NCVT New Delhi and S.C.T.E. & V.T., Odisha)
Main Road, At/Po.-Mathili, Dist.-Malkangiri, Odisha-764044
E-Mail: principalitimathili@gmail.com, Cell: 8763894085

Notice No 343 Date 07/06/19

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of Data Entry Operator, Driver-Cum-Mechanic , Watchmen, Peon, Lady Attendant-Cum-Sweeper & Sweeper for a period of One year Or as per approval made by the Chairman, GB Committee, ITI, Mathili. The detail information for outsourcing service of afore said outsourcing post is given in the tender documents. **The tender document will be available in NIC Malkangiri website which can be downloaded from 10.06.19 to 24.06.19 and submit the tender document with relevant document papers along with cost of tender paper is Rs 600/- may be paid in shape of DD in favour of Principal ITI, Mathili sent through registered post only, which will reach to this office on or before 24.06.19.** No bid tender document will be received by post after 25.06.19 onwards. The Technical Bid document of out sourcing tender document will be opened on 28.06.19 at 11.30AM at Principal office chamber. No tender papers will be received by hand by this office **The Principal ITI, Mathili is reserves the right to cancel or call for a fresh tender if required without showing the reason thereof.** No tender paper will be considered unless accompanied by cost of tender document amount of Rs 600/-(in shape of DD) along with prescribed EMD amount Rs 6000/- (in shape of DD) otherwise the tender document submitted by the firms will be rejected

Sd/-

PRINCIPAL
ITI, MATHILI

GOVERNMENT OF ODISHA

I.T.I, Mathili, Malkangiri

TENDER DOCUMENT

For providing Services of Data Entry Operator, Watchmen, Peon, Lady Attendant-Cum-Sweeper & Sweeper to Govt. ITI, Mathili by Private Manpower Service Provider

(a) Period of download of Tender Document : From 10.06.19 to 24.06.19 (up to 5PM)

(b) Date of submission of Tender: : From 10.06.19 to 24.06.19 (up to 5PM)
Document. by Registered post

(c) Date and time for opening of

(i) Technical Bids : 28.06.19 at 11.30 AM

(ii) Financial Bids : 29.06.19 at 11 A.M.

(d) Likely date for commencement of : 01.07.19
Deployment of required manpower.

**Cost of Tender Document is Rs 600/- (Rupees Six Hundred) only
drawn in shape of bank draft in favour of Principal, ITI, Mathili**


Principal
ITI, Mathili

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from 01.07.19 (date) and shall continue till 30/06/2020 (date) 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 **30/06/2020** (date) 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 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 will work on Govt. holidays and Sunday 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.


Principal
ITI Ma. i

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 redressal of 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. Labor 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 Labor (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.


Principal
ITI, Mathuri

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 as per Odisha State Government norms and rules. The Institute shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess, GST(if applicable) etc. on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the Odisha State Government norms, rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the institute for release the outsourcing deployed staff remuneration..
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 institute.
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.

Principal
- Mathili

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 2nd week of the said succeed month accordingly.
30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, GST 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 at Mathili, Malkangiri.
35. The service provider shall engage a local supervisor to look after all day to day deployed outsourced staff office works, the monthly remuneration of the Supervisor shall be paid by the service provider the institute shall not pay any monthly remuneration to the Supervisor.


Principal
ITI, Mathili
16/11/19

AGREEMENT

The Agreement is made on this _____ day of _____ between The Principal, ITI, Mathili _____, 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 _____;

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".


Principal
ITI, Mathili


Principal
ITI, Mathili

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 "Outsourcing" in the Govt. ITI, Mathili (name of the 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 settling as per the Terms and Conditions of the contract.
5. That this agreement is valid up to 30/06/2020.

In witness where of 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 and on behalf of Manpower Service Provider.

Signature of the Authority an officer acting in the premises for on behalf of the Governor of Odisha.

In the presence of witness:-

Witness

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

Witness

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

(Faint stamp: Principal, ITI, Mathili)

(Handwritten signature in green ink)
Principal
ITI, Mathili

CONTENTS OF TENDER DOCUMENTS

Sl. No	Description of contents	Page Number
1.	Scope of work and general instructions for service bidders.	
2.	Technical Specifications for the service provider and the manpower to be deployed in the institution by the service provider	
3	Tender Application – Technical Bid	
4.	Tender Application – Financial Bid	
5.	Terms and Conditions	
6	Chronological order for arrangement of documents.	

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Govt. ITI, Mathili, Malkangiri-764044 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Watchmen, Sweepers, Data Entry Operators, Gardner on contract basis for day to day work of institute & hostels.
2. The contract for providing the aforesaid manpower is likely to commence from 01/04/18 (date) and would continue till 31/06/2020 (date) provided the requirement of the institute for manpower persists at that time or may be curtailed/ terminated before 31/06/20 (date) 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. The authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This institute has tentative requirement for 07 (seven) nos of Watchmen(Inst & boys Hostel), 01(one) no of Data Entry Operator, 01(One) number Driver-Cum-Mechanic 01 (One) number peon & 01 (one) Lady attendant-Cum-Sweeper and 1(One)Sweeper. The estimated cost of the contract is approximately Rs. 1,19,770/-(excluding EPF/ESI/GST/Other taxes) .The interested Manpower Service Providers may submit by Regd. Post, the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.6000/- (Rupees Six thousand) & Cost of tender paper of Rs 600/(Rupees Six hundred) only in shape of bank draft drawn in favour of PRINCIPAL , ITI,MATHILI and other requisite documents shall reach to Principal,ITI,Mathili,Dist Malkangiri by Registered Post on or before 24/06/19 (Last date) at Govt.ITI, Mathili by 5 PM. The EMD will be attached with the technical bid of the tender in a sealed cover. The tender cost of Tender document of Rs 600/-(Rupees Six hundred) only &along with EMD amount of Rs 6,000/-(Rupees Six thousand)only shall accompanied with the tender document ,otherwise the tender document will be rejected.
4. The various crucial dates relating to "Tender for Providing Manpower Services to the Institute i.e. Govt. ITI, Mathili" are cited as under.
 - a) Period of download of Tender Document: From 10.06.19 to 24.06.19
 - b) Date for submission of Tender by Regd Post :From 10.06.19 to 24.06.19(5 PM)
 - c) Date and time for opening of
 - i) Technical Bid : 28.06.19. (11.30 AM)
 - ii) Financial Bids of eligible Tenders and selection: 29.06.19 (11.00 AM)
 - d) Likely date for commencement of Deployment : 01/07/2019
of required manpower.


Principal
ITI, Mathili
10/6/19

5. The tender has been invited under **two bid system** i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to Govt. ITI, Mathili**" and "**Financial Bid for Providing Manpower Services to Govt. ITI, Mathili**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Govt. ITI, Mathili**".
6. The Earnest Money Deposit (EMD) of Rs.6000/- (Rupees Six 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, ITI, Mathili **failing which the tender shall be rejected summarily**.
7. The successful tenderer will have to deposit a security amount of Rs.1.30 Lakhs (Rupees One Lakh and Thirty thousand) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Principal, ITI, Mathili, 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.
8. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.30,000/- (Rupees Thirty thousand only)** in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Principal, ITI, Mathili** 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 tenderer.
9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self attested by him), 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/GST Registration copy
 - c) Copy of the IT return filed for the last three financial years;
 - d) Copies of EPF and ESI certificates;
 - e) Copy of the Service Tax registration certificate;
 - f) Certified extracts of the Bank Account containing transactions 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 on 28.06.19 (date), in the office room of Principal, ITI, Mathili, 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 tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened on 29.06.19(date) in the office room of Principal, ITI, Mathili, 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 of the Institute reserves the right to annul all bids without assigning any reason.


Principal
ITI, Mathili

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 jurisdiction of the user institute.
 - 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;
 - 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 (to be specified by the user Department) that may be required for providing manpower services.
 - h) Minimum turn-over requirement. (To be assessed by the institute keeping in views the present contract).
 - i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.


Principal
ITI, Mathili

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ITI, Mathili**

1. She / he should be above 18 years of age.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline with Computer knowledge and for Watchman will be under metric and for Sweeper, Watchmen 7th Pass and for Peon & Lady attendant-Cum-Sweeper 10th pass. They have at least one / Two years experience in the relevant field should be produced
3. The Data Entry Operator should have a speed of 400 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function and should have computer course certificates (PGDCA/DCA/Steno-Cum-DEO) with minimum of one / two years experience. Higher extra qualifications are appreciable.
4. The Driver-Cum-Mechanic shall be Minimum education qualification is 10th class with certificate in possession of Light Vehicle driving licenses issued by the RTA authorities, a good knowledge of driving the Mahindra Bolero Vehicle and its repairing , minimum two to three years experience should be produced in the relevant filled ,local person will be given preference .
5. The Lady Attendant –Cum-Sweeper age shall be 40+years and local ladies shall be considered for engagement to watch & Ward of the Ladies Hostel and minimum education qualification is 7th to 10th class.


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ITI, Mathili


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ITI, Mathili

**APPLICATION – TECHNICAL BID
FOR PROVIDING MANPOWER SERVICES TO ITI, Mathili**

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: _____

Telephone No. _____

FAX No. _____

E-Mail Address _____

5. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of
A/c for the last Three years). _____

Telephone No. of Banker _____

6. PAN / GIR No. (Attach attested copy) : _____

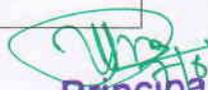
7. Service Tax Registration No. : _____

8. E.P.F. Registration No. _____
(Attach attested copy)

9. E.S.I. Registration No. _____
(Attach attested copy)

10. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years.

Financial Year	Amount (Rs.Lacs)	Remarks, if any
2016-17		
2017-18		
2018-19		


Principal

11. 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

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

Signature of Manpower Service Provider / authorized person

Name:

Seal :

Date:

Place:

Financial Year	Amount (Rs.Lacs)	Remarks, if any
2010-11		


Principal
ITI, Mathili



DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/ Director/ authorized
signatory of the Service Provider, mentioned above, I 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:


Principal
16/11/19

APPLICATION – FINANCIAL BID**For Providing Manpower Assistance to ITI, Mathili**

1. Name of tendering Manpower Service Provider :
2. Rate per month (8 hours per day) inclusive of all statutory liabilities, Taxes, levies, cess, etc :

Sl No.	Manpower Type	Monthly Rate per person						
		*Take home remuneration	EPF	ESI	Other Statutory dues if any	Service charge	Service tax	Total per person
1	Data Entry Operator							
2	Watchman							
3	Peon							
4	Lady Matron							

*Minimum take home remuneration per person should be Rs.8880/- for DEO & Driver-Cum-Mechanic, Rs.8070/- for Watchmen, Sweeper, Peon & Lady Attendant as prescribed vide Order No28090 /F Dt 22.9.17 of the Principal-Secretary to Govt Finance Deptt, Govt of Odisha, Bhubaneswar. (Excluding EPF/ESI/GST/other taxes)

Signature of Manpower Service Provider
/ authorized person

Name:
Seal :

Date:
Place:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. 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 commence from 01.07.19 (date) and shall continue till 30.06.20 (date) 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 30/06/2020 (date) 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 specify 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 Institute, at present, has tentative requirement of one no of Data Entry Operator, one peon, Five nos of Watchman, 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.
6. 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. 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.
9. 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.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department 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 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 Institute.
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 whatsoever like employer and employee relationship against the Institute.

13. The Manpower Service Provider shall be solely responsible for the redressal 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.
14. 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.
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 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 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. *
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 have good police records 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 Institute. 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 Institute. The Institute shall have no liability in this regard.

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

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 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.
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 Institute or any other authority under Law.
27. 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 Institute.
28. 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.
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 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:

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (Rupees 0.5% of the contract value) in the form of Demand Draft drawn in favour of Principal, ITI, Mathili 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 tenderer will have to deposit a security amount of Rs.1.20 Lakh (Rupees One Lakh and Twenty thousand) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Principal, ITI, Mathili, 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.
33. The successful tender will have to deposit a Performance Security Deposit of Rs.30,000/-(Rupees Thirty thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority 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.
34. 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.


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35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.

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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 the latest IT return filed by agency;
5. Attested copy of Service Tax registration certificate;
6. Attested copy of Service Tax 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 the terms and conditions at pages..... 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 shortlisted by agency for deployment in ITI, Mathili, 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 him.
3. Any other document considered relevant.


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