

OFFICE OF THE PRINCIPAL:INDUSTRIAL TRAINING INSTITUTE
MATHILI,DIST MALKANAGIRI(ODISHA)

NOTICE NO166//Dt 04.09.19

TENDER DOCUMENT

IMPORTANT INFORMATION TO THE BIDDER

**FOR PROVIDING SERVICES DATA ENTRY OPERATOR,WATCHMEN, PEON,
LADY ATTENDANT & SWEEPER TO GOVT. ITI, MATHILI BY PRIVATE
MANPOWER SERVICE PROVIDER .**

- (A) Availability of tender document : Malkangiri district website i.e. www.malkangiri.nic.in
- (B) Date of issue of Tender Document : From 04/09/2019 to 18/09/2019
- (C) Date and time for submission of Tender documents by Speed Post/Registered Post : Upto 5.00 PM of 18/09/2019
- (D) Cost of the Tender Paper : Rs 1,000/- (Rupees One Thousand only) (Non-refundable) (to be deposited in shape of Demand Draft drawn in favor of Principal ITI, Mathili payable at Mathili along with Technical Bid)
- (E) Earnest Money Deposit : Rs.24,500/- (Rupees Twenty Four thousand Five Hundred only) (Refundable without any interest) (to be deposited in shape of Demand Draft drawn in favor of Principal ITI, Mathili payable at Mathili along with Technical Bid)
- (F) Date, Time and Venue of opening of Tender documents : 20/09/2019 at 11.00AM
- Venue : PRINCIPAL
ITI, MATHILI, MALKANGIRI
- (G) Likely date for commencement of Deployment of required manpower : 01/10/2019

Scope of work and general instruction for bidders

1. The Principal, Industrial Training Institute, Mathili, Malkangiri requires the services of reputed, well established and financially sound Manpower Services Providers to provide services of **Data Entry Operator, Watchmen, Peon, Lady Attendant & Sweeper** for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from **01/10/2019** and would continue till **31/09/2020**. The manpower persists at that time or may be curtailed/terminate before **...../...../2019** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider OR because of change in the Principal, ITI, Mathili requirements. The Principal, ITI, Mathili, Malkangiri however reserves the right to terminate this initial contract at any time after giving 15days notice to the selected Service Provider.
3. The Principal, ITI, Mathili, Malkangiri has a tentative requirement of **Data Entry Operator, Watchmen, Peon, Lady Attendant & Sweeper**. The Total requirement may increase/decrease.
4. The tentative estimated cost of the contract is around Rs. 12, 25,000/- (Rupees Twelve Lakhs Twenty Five Thousand) only per annum approximately.
5. The interested Manpower Service Providing agencies may submit the Tender document complete in all respect along with Tender Paper cost & EMD and other requisite documents on or before **18/09/2019** up to **05:00 P.M.** addressed to Principal, Industrial Training Institute, Near Block Office At/Po MATHILI Pin :- 764044 by registered Post/Speed Post only. Principal, ITI, Mathili is not responsible for any postal delay. The various crucial dates and information relating to "Tender for providing manpower Services to Principal, ITI, Mathili are indicated in the important information to the Bidder as stated at Page No.-01.
6. 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 Principal, ITI, Mathili and "Financial Bid for Providing Manpower Service to Principal, ITI, Mathili". Both the envelopes should be kept in another sealed envelope super scribing "Tender for Providing Manpower Services to Principal, ITI, Mathili". The tender should addressed to the Principal, ITI, Mathili ,Pin764044,Dist Malkangiri Earnest Money Deposit(EMD): The bidder applying is to submit EMD of Rs. 24,500/-(Rupees Twenty-Four Thousand Five Hundred) only, refundable to un- successful bidder (without interest) in the form of Demand Draft of any Nationalized Bank drawn in favour of Principal, ITI, Mathili, failing which the tender shall be rejected summarily.


Principal 11/9/19
ITI, Mathili

7. The tendering Manpower Service providers are required to enclose self attested photocopies of the following documents 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's Organization
- (b) Documentary proof of the registered office or one of the Branch offices of the Manpower Service Providers located in Mathili/ Malkangiri Dist (Documentary proof required).
- (c) Documentary proof of 03 Years experience in providing manpower service to State Government /Central Government/ PSU on similar work.
- (d) Copy of the Bank Pass Book in the name of the Organization along with bank statement containing transactions made during 2016-17, 2017-18, 2018-19.(Duly Certified by the concerned Bank Manager i.e OB & CB of concerned financial year).
- (e) Copy of PAN/GIR card
- (f) Copy of the IT Acknowledgement copy for the last three financial years 2016-17, 2017-18, 2018-19.
- (g) Copy of valid Goods and Service Tax registration certificate and copies of returns filled by the firm as on 31/03/2019 & 30/6/2019.
- (h) Copies of EPF and ESI registration Certificates.
- (i) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of January/2019 to July'2019.
- (j) Copy of ESI return as on Mach'2019 & July/2019 and e-challan of ESI for the month of January/2019 to July' 2019.
- (k) Copy of valid Contract Labour License(R&A) Act. 1970
- (l) Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 15.00 lakh in the FY 2016-17, 2017-18, 2018-19.
- (m) Copy of contract on similar work (Data Entry/ Watchmen/Lady Attend & Sweeper related works) worth of Rs.10.00 Lakhs in FY2016-17, 2017-18, 2018-19.
- (n) The Bidder should not have been black listed by any Govt. officials.
- (o) EMD as mentioned in Para-06 of the scope of work of the tender document in shape of Demand draft.
- (p) Demand Draft amounting to Rs. 1,000/-(Rupees One Thousand) towards purchase of tender paper (Non Refundable)(even if the Tender is cancelled).


Principal
ITI, Mathili

- (q) Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.
- (r) Copies of proof of payment of monthly home take remuneration to the engaged outsourcing staff in different organization made by the bidder(Manpower Agency) through bank transfer to their respective savings bank accounts

The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Commercial Bid. Commercial Bid of the technically disqualified bides will not be opened.

8. The conditional bid shall not be considered and will be out rightly rejected in very first instance.
9. 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.
10. The Tender documents shall be opened on the scheduled date and time at 11AM on 20/09/2019 in the conference hall of Principal, ITI, Mathili in presence of the purchase committee members.
11. The Financial Bid of only those bidders will be opened whose Technical Bids are qualified & found in order.
12. The qualified Bidder shall sponsor the candidates with a ratio of 1:3 and the candidates will have to go for a Computer Skill test for DEO and personnel interview for all Group D cadres to be conducted by the Principal, ITI, Mathili or his authorized officer and the qualified candidates only shall be deployed.
13. The successful bidder will have to deposit a performance security amount Bank Guarantee of Rs.1.30 Lakh (Rupees One Lakh and Thirty thousand) only in the form of Bank Guarantee pledged in favor of Principal ITI, Mathili, covering the period of contract. Payable at Mathili on or before of execution of the Agreement & Issue of Orders .
14. The Principal, ITI, Mathili, Malkangiri reserves the right to reject all OR any of the Bids without assigning any reasons thereof.

Principal
ITI, Mathili


Principal
ITI, Mathili

Technical requirements for the Tendering Manpower Service Provider

1. The tendering manpower service provider should fulfill the following technical specifications
 - (a) They should be registered with the appropriate registration authority
 - (b) The registered office or one of the branch offices of the manpower services providers should be located in Mathili/Malkangiri District along with documentary proof.
 - (c) They should have at least three years experience in providing manpower to State Government/Central Government/ PSU on similar work.
 - (d) They should have own Bank Account
 - (e) They should have been registered with Income Tax Deptt. and have filed IT-Return for Financial 2016-17, 2017-18, 2018-19.
 - (f) They should be registered Goods and Service Tax and return as on 31/03/2019 & 30/6/19.
 - (g) They should have been registered with appropriate authorities under Employees State Insurance Acts and obtained return upto March-2019 and e-challan on ESI up to July-2019
 - (h) They should have obtained valid Contract Labour License(R&A) Act.1970 any other regulatory clearance that may be required for providing manpower.
 - (i) They should have a minimum annual turnover of 15.00 lakh in the FY 2016-17, 2017-18, 2018-19.
 - (j) Execution of contract on similar work worth of Rs. 10.00 Lakhs in FY2016-17, 2017-18, 2018-19.
 - (k) They should not have been black listed by any Govt. officials.

Principal
ITI, Mathili

Principal
ITI, Mathili

Qualification of manpower to be deployed by the successful manpower service providing agency at Principal, ITI, MATHILI

1. He/She should be above 18 years of age and not exceeding 32 years as on 31/07/2019
2. Minimum Educational Qualification
 - (a) Data Entry Operator (DEO):- Graduate with Diploma in Computer Application (DCA)/Postgraduate Diploma in Computer Application (PGDCA) from recognized Universities/Institution of Odisha and 40 words per minutes speed in both Odia and English typing. He/she should have well versed with Odia Typing in Computer.
 - (b) Experience in work of similar nature will be given preference.
3. For Watchman/Sweeper/Lady Attendant & Peon will be under metric. They have at least one / Two years experience in the relevant field should be produced..
- 4 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.
5. The Lady Attendant age shall be 40+years and local ladies shall be considered for engagement to watch & Ward of the Ladies Hostel.

Principal
ITI, Mathili

Principal
ITI, Mathili
4/9/19

Application for Technical Bid

For Providing Manpower Services at Principal, ITI, Mathili, Dist Malkangiri

1. Name of the Tendering Manpower Service Provider:
2. Details of Earnest Money Deposit: - DD NO.:.....
Date:...../...../2019 of Rs. drawn on Bank
3. Name of Proprietor/Partner/Director:.....
4. Full Address of the Registered Office:
.....
Telephone No.: Fax No.:.....
E-mail Address:.....
5. Full Address of the Operating /Branch Office (attaché documentary Proof)
.....
Telephone No.: Fax No.:.....
E-mail Address:.....
6. Name and Telephone No. of Authorized officer/Person to liaise with Field Office(s)
.....
7. Banker of Manpower Service Provider (Attach certified copy of the statement of A/C for the last Three years)
.....
8. PAN/GIR No.:(Attach attested copy):.....
9. Goods and Service Tax Registration No.(Attach attested copy):.....
- 10.EPF Registration No.(Attach attested copy):.....
- 11.ESI Registration No.(Attach attested copy):.....
- 12.Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Year on similar contract(i.e. Data Entry Operator/Watchmen/Peon/ Lady Attd & Sweeper related Field).

Financial Year	Amount(in Lakhs)	Remarks(if any)
2016-17		
2017-18		
2018-19		

1. Give the detail information of the similar contracts (i.e. Data Entry Operator/Watchmen/Peon / Lady Attd & Sweeper related Field) handled by the

Principal
ITI Mathili

Principal
ITI Mathili

tendering Manpower Service Provider during the last three years i.e. FY2016-17, 2017-18, 2018-19 in the following format.

Sl. No.	Name of the Client, Address, Telephone No. & Fax No.	Manpower Service Provided in Data Entry /Computer related works		Amount of Contract (Rs. In lakhs)	Duration of Contract	
		Type of Manpower Provided	Nos		From	To

(If the space provided is insufficient, a separate sheet as per above prescribed format may be attached annexed with the Technical Bid)

2. Affidavit that the firm has not been black listed by any Govt. official.
3. Additional Information if any(Attach Separate Sheet, if Required)

Date:...../...../20.....

Signature of the Authorized Person

Place:.....

Name:.....

Seal:.....


Principal
ITI, Mathili

Declaration

1. ISon/Daughter /Wife of Shri..... Proprietor/Partner/ 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.

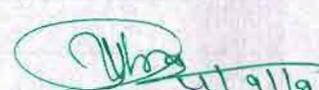
Date:...../...../20.....

Place:.....

Signature of the Authorized Person

Name:.....

Seal:.....


Principal
ITI, Mathili

Principal
ITI, Mathili

Application-financial bid

For Providing Manpower Services at PRINCIPAL, ITI, MATHILI, Malkangiri

1. Name of the Tendering Manpower Service Provider:-.....
2. Rate per person per month (08hours per day) inclusive of all Statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	*Remuneration(Take Home)	Monthly rate per Employee					Total per Person
			Employer Share of EPF	Employer Share of ESI	Other Statutory dues(if any)	Service Charge	Goods & Service Tax	
1.	Data Entry Operator	8880.00						
2	Watchman	8070.00						
3	Peon	8070.00						
4	Lady Attd.	8070.00						
5	Sweeper	8070.00						

Date:...../...../20.....

Signature of the Authorized Person

Place:.....

Name:.....

Seal:.....

[*] Remuneration mentioned above include the EPF & ESI share of Employee

[*] Minimum take home remuneration per person should be Rs.8880/- for DEO & 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)

Note

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering in 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.
3. Tender of the Bidder quoted less remuneration than the remuneration mentioned above will be rejected.
4. The Bidder has to submit the calculation sheet of EPF and ESI as per revised prescribed norms of the Govt.
5. EPF, ESI, Service Tax is to be calculated as per existing rules. Evaluation Committee of Principal, ITI, Mathili is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, Other Taxes rate while determining the lowest-01(L1) bidder. In this regard the decision of Principal, ITI, Mathili is final and binding to all the bidder.

Principal
ITI, Mathili

Principal
ITI, Mathili
4/9/19

GENERAL TERMS AND CONDITIONS

1. The Agreement shall commence from/...../2019 and shall continue till/...../2020 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed breach of contract etc. and change in requirement of Principal, ITI, Mathili
2. The Agreement shall automatically expire on/...../2020 unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended in the same terms and condition or with some additions/deletions/modification 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 sub-contact 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 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 a 15days notice to the manpower service provider.
7. The person deployed shall be required to report for work as per schedule of hours given by the Principal, ITI, Mathili for which he would not be paid any extra remuneration. 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 authorized officer of Principal, ITI, Mathili so that optimal services of the person deployed could be availed without any disruption.
9. The qualified Bidder shall sponsor the candidates with a ratio of 1:3 and the candidates will have to go for a Computer Skill test for DEO & personnel interview for all Group D cadre to be conducted by the Principal, ITI, Mathili, Malkangiri or his authorized officer and the qualified candidates only shall be deployed.
10. The entire financial liability in respect of manpower service deployed in the Principal, ITI, Mathili, Malkangiri shall be that of the manpower service provider and Principal, ITI, Mathili, Malkangiri concerned will 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 evidences as may be required by the Principal, ITI, Mathili, Malkangiri .
11. The payment of remuneration to the manpower has to be through Electronic Transfer. No cash payment can be made to them.
 12. For all intents and purposes the manpower service provider shall be Employer' within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and Principal, ITI, Mathili, Malkangiri .
 13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The District Principal, ITI, Mathili, Malkangiri shall in no case be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider, the deployed persons shall place their grievances before a joint committee consisting of a representative of the Principal, ITI, Mathili, Malkangiri and authorized representative of the manpower service provider.
 14. The Principal, ITI, Mathili, Malkangiri shall be not responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performance of the functions/duties or for payment towards any compensation.
 15. The persons deployed by the manpower service provider shall neither 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 of regularization of deployment with office under the provision of rules and acts. An Undertaking from the person deployed to this effect shall be submitted by the Manpower Service Provider.
 18. The manpower service provider must have been registered with the concerned Government Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificates should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining license under contract labour (regulation 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 responsible for contribution towards provident fund and employees state insurance whatever applicable.

20. The deployed personnel shall be removed/replaced upon adverse report by Principal, ITI, Mathili, Malkangiri .
21. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
22. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of Principal, ITI, Mathili, Malkangiri concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

23. The person deployed shall during the course of their work be privy to certain qualification 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 application of 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 Data Entry Operators, Watchman, Lady Atten, Peon & Sweeper deployed by it in the Principal, ITI, Mathili, Malkangiri. The Principal, ITI, Mathili, Malkangiri put shall have no liabilities 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 Principal, ITI, Mathili, Malkangiri to the concerned tax collection authorities from time to time as per the rules and regulations in the matter. The Manpower Service Providing Agency shall Principal, ITI, Mathili, Malkangiri .
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 Principal, ITI, Mathili, Malkangiri The tax deduction at source (T.D.S.) shall be done as per the provision as per income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the Principal, ITI, Mathili, Malkangiri In case the manpower service provider fails to comply with any liability under appropriate law, and as result thereof, the Principal, ITI, Mathili, Malkangiri is put to any loss /obligation, monetary or otherwise the Principal, ITI, Mathili, Malkangiri will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of

the manpower service provider to the extent to the loss or obligation in monetary terms.

27. The Agreement is liable to terminate because of non-performance, deviation of terms and condition of contract non-payment of remuneration of employed person and non-payment of statutory dues. The Principal, ITI, Mathili, Malkangiri shall 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 Principal, ITI, Mathili, Malkangiri by any person deployed, the same will be recovered from the unpaid bills and adjusted from the Performance Security Deposit/Bank Guarantee.

FINANCIAL

28. The technical bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest of Rs. 24,500/- only as per Para 06 of Scope of work and general instructions to the bidders in the form of demand draft drawn in any Nationalized Bank in favor of Principal, ITI, Mathili, Malkangiri payable at Mathili failing which the tender shall be rejected out rightly.
29. 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 tender, if the agency fails to deploy the required manpower against the initial requirement within 15 days from the date of issue of order, the EMD shall stand forfeited without giving any further notice. The EMD of unsuccessful bidder shall be refunded (without any interest) within 30 days with proper requisition from the bidder.
30. The successful bidder will have to deposit a performance security amount of Rs. 1.30 Lakh (Rupees One Lakh and Thirty thousand) only in the form of Bank Guarantee hypothecated/ pledged to the 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 renewed accordingly by the successfully Bidder. In case of renewal, the amount of Performance Security deposit amount of Rs 1.30/- (Bank Guarantee) shall be determined by the Principal, ITI, Mathili, Malkangiri covering the taking into account the contractual obligations of the manpower service provider.
31. In case of breach of any terms and conditions attached to the agreement, the Performance Security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.

32. **The manpower service providing agency will be responsible for payment of wages/remuneration/salary to the personnel deployed by it. After receiving the absentee statement of the deployed personnel through e-mail, the agency must submit the claim bill along with the Acquaintance Roll exhibiting payment of remuneration for preceding month within 3days. Accordingly, the remuneration and other deposit such as EPF and ESI must be disbursed within a week.**
33. The claim in bills regarding employees state insurance, provident Fund, Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Principal,ITI Mathili,Malkangiri.
34. 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 manpower service provider shall be deducted from its monthly bills for the succeeding month.
35. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at any time.
36. 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 of this office for his/her decision and the same shall be binding to all parties.
37. All disputes shall be under the jurisdiction of the court at MALKANGIRI, where the Dist headquarters of the Principal,ITI,Mathili,Malkangiri who has executed the agreement, is located
38. The successful bidder will enter into an agreement in Non Judicial Stamp papers with Principal,ITI,Mathili,Malkangiri for supply of suitable and qualified manpower as per requirement of Principal,ITI,Mathili,Malkangiri on the above terms and conditions.


Principal 4/9/19
ITI Mathili

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application Form -Technical Bid
2. Registration certificate of the applicant's organization
3. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Malkangiri District.
4. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government/ PSU on similar work
5. Copy of Bank Pass Book in the name of the Organization along with Bank Statement containing transactions made during the year 2016-17,2017-18,2018-19 (Duly Certified by the concerned Bank Manager i.e OB & CB of concerned financial year)
6. Copy of PAN/GIR Card.
7. Copy of the IT return filed for the last three financial years 2016-17, 2017-18, 2018-19.
8. Copy of valid Goods and Service Tax(GST) registration certificate and return as on 31/03/201 & 30/6/2019
9. Copy of EPF and ESI registration certificates
10. Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of January/2019 to July'2019.
11. Copy of ESI return as on Mach'2019 & July/2019 and e-challan of ESI for the month of January/2019 to July' 2019
12. Copy of valid Contract labour License(R&A) Act.1970
13. Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 15.00 lakhs (enumerated in Para 8(l) of the Scope of Work of the tender document) in the FY 2016-17, 2017-18, 2018-19.
14. Copy of single contract on similar work (Data Entry Operator/Watchmen/Lady Attd /Peon & Sweeper related works) worth Rs. 10.00 lakhs in FY2016-17, 2017-18, 2018-19(enumerated in Para 08(m) of the Scope of Work of the tender document).
15. Affidavit to the effect that the firm has not been black listed by any Govt. official.
16. EMD as mentioned in Para 06 of the Scope of Work of the tender document in shape of Demand Draft.
17. Demand Draft amounting to Rs. 1,000/- (non-refundable) towards tender paper cost downloaded from website.
18. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and condition of the Bid.
19. Copies of proof of payment of monthly home take remuneration to the engaged outsourcing staff in different organization made by the bidder(Manpower Agency) through bank transfer to their respective savings bank accounts

SUBMITTED BY THE SUCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower shortlisted by the agency for deployment in Principal,ITI,Mathili,Dist Malkangiri along with their Full Name, Date of Birth, Age, Marital Status, Correspondence and Permanent Address, Educational Qualification, Professional Qualification, contact No., experience and etc.
2. Bio-data of all persons
3. Any other document considered relevant & mentioned in the Tender Call Notice.
4. Police verification report of the deployed outsourced staff.


Principal
ITI, Mathili
9/17/19

AGREEMENT (in Non Judicial Stamp Paper)(Sample Copy)

This agreement made on this the...../...../20..... between the Principal,ITI,Mathili,Dist Malkangiri , herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes its successors or assign of on the one part

And

M/S represented by Sri/Smt./Missherein after called the "Manpower Service Provider" which expression shall, where the context so requires or admits also include its successors or assignees on the other part.

Whereas the "Authority" desires that the service of Data Entry Operator/Watchmen /Peon /Lady Attd & Sweeper is required in Principal,ITI,Mathili,Dist Malkangiri

And whereas the "....." the "Manpower Service Providing Agency " has offered its willingness to the Authorities 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 with 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's to be engaged as Data Entry Operator/Watchmen /Peon/ Lady Attd & Sweeper of the Principal,ITI,Mathili District Malkangiri 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 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 upto/...../20.....

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 officer authorized to sign on behalf of Manpower for Service Provider

Signature of the officer/ authorized officer acting in the premises and on behalf of the Principal,ITI,Mathili,Malkangiri.

The presence of witness

Witness

1. Name
Address
2. Name
Address

Witness

1. Name
Address
2. Name
Address


Principal 4/9/19
ITI Mathili



ANNEXURE-I(Sample Copy)
TERMS AND CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from/...../2019 and shall continue till/...../2020... 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 requirement of Principal,ITI,Mathili,Malkangiri
2. The Agreement shall automatically expire on/...../20..... Unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended in the same terms and condition or with some additions/deletions/modification 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 sub-contact it 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 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 also during initial period after giving a 15days notice to the manpower service provider.
7. The person deployed shall be required to report for work as allotted by the Principal,ITI,Mathili and may also be required to work , for which he would not be paid any extra remuneration. In case the person deployed remain 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 authorized officer of Principal,ITI,Mathili,Dist Malkangiri so that optimal services of the person deployed could be availed without any disruption.
9. **The qualified Bidder shall sponsor the candidates with a ratio of 1:3 and the candidates will have to go for a Computer Skill test for DEO and personnel interview for all Group D cadre to be conducted by the Principal,ITI,Mathili or his authorized officer and the qualified candidates only shall be deployed.**


Principal
ITI, Mathili

10. The entire financial liability in respect of manpower service deploy in the Principal,ITI,Mathili shall be that of the manpower service provider and the Principal,ITI,Mathili,Dist Malkanagiri concerned will no case 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 evidences as may be required by the Principal, ITI,Mathili,Dist Malkanagiri.
11. The payment of remuneration to the manpower has to be through Electronic Transfer. No cash payment can be made to them.
12. For all intents and purposes, the manpower service provider shall be Employer' within the meaning of different Rules and Acts in respects 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 Principal,ITI,Mathili,Dist Malkangiri.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Principal,ITI,Mathili,Dist Malkangiri shall in no way be responsible for settlement of such issues whatsoever . In case the Grievance of the deployed persons are not attended to by the manpower service provider, the deployed person shall place their grievances before a joint committee consisting of a representative of the Principal,ITI,Mathili,Dist Malkangiri and authorized representative of the manpower service provider.
14. The Principal,ITI,Mathili,Dist Malkangiri shall be not 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 of regularization of deployment with office under the provision of rules and acts. An Undertaking from each of the person deployed to this effect shall be submitted by the Manpower Service Provider.
18. The manpower service provider must be registered with the concerned Government Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificates should be submitted. The manpower service provider shall comply

with all the legal requirements for obtaining license under contract labour(regulation 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 responsible for contribution towards provident fund and employees state insurance whatever applicable.
20. The deployed personnel shall be removed/replaced upon adverse report by Principal,ITI,Mathili,Dist Malkangiri.
21. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
22. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of Principal,ITI,Mathili,Dist Malkangiri concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
23. The person deployed shall during the course of their work be privy to certain qualification 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 application of 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 Data Entry Operator/Watchmen /Peon/Lady Attd & Sweeper deployed by it in the Principal,ITI,Mathili,Dist Malkangiri. The Principal,ITI,Mathili,Dist Malkangiri shall have no liabilities 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 Principal,ITI,Mathili,Dist Malkangiri to the concerned tax collection authorities from time to time. As per the rules and regulations in the matter. The Manpower Service Providing agency shall periodically furnish attested photocopies of such documents to the Principal,ITI,Mathili,Dist Malkangiri .
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 Principal,ITI,Mathili,Dist Malkangiri In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Principal,ITI,Mathili,Dist Malkangiri is put to any loss /obligation, monetary or otherwise Principal,ITI,Mathili,Dist Malkangiri will be entailed to get itself

reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.

27. The Agreement is liable to termination upon non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Principal, ITI, Mathili, Dist Malkanagiri shall 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 at statutory authority. If any loss or damage is caused to the Principal, ITI, Mathili, Dist Malkanagiri concerned by any person deployed, the same will be recovered from the unpaid bills and adjusted from the Performance Security Deposit/Bank Guarantee .
28. The technical bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest of Rs. 24,500/- only as per para 06 of Scope of work and general instructions to the bidders in the form of demand draft drawn in any Principal, ITI, Mathili, Dist Malkanagiri Payable at Mathili failing which the tender shall be rejected out rightly.
29. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first state)/ Financial Bid (Second Competitive State) shall be returned to them without any interest. In case of successful tender, if the agency fails to deploy the required manpower against the initial requirement within 30 days from the date of placement of the order, the EMD shall stand forfeited without giving any further notice.
30. The successful bidder will have to deposit a performance security amount of Rs. 1.30 Lakh (Rupees One Lakh and Thirty thousand) only in the form of Bank Guarantee hypothecated/pledged to the Principal, ITI, Mathili, covering the period of contract within on or before execution of the Agreement and issue of order. In case the contract is further extended beyond the initial period the Bank Guarantee will have to be renewed accordingly by the successfully Bidder. In case of renewal, the amount of Performance Security deposit amount of Rs 1,30,000/- Bank Guarantee shall be determined by the Principal, ITI Mathili, Malkangiri covering the taking into account the contractual obligations of the manpower service provider.
31. In case of breach of any terms and condition attached to the agreement the Performance Security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.

32. **The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by it. After receiving the absentee statement of the deployed personnel through e-mail, the agency must submit the claim bill along with the Acquaintance Roll exhibiting payment of remuneration for preceding month within 3days. Accordingly, the remuneration and other deposit such as EPF and ESI must be disbursed within a week.**
33. The claim in bills regarding employees state insurance, provident Fund, Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Principal, ITI Mathili, Malkangiri
34. 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 manpower service provider, shall be deducted from its monthly bills in the succeeding month.
35. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
36. 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 of the authority for his/her decision and the same shall be binding to all parties.
37. All disputes shall be adjudicated under the jurisdiction of the court at MALKANGIRI where the headquarters of the Principal, ITI Mathili, Malkangiri who has executed the agreement, is located
38. The successful bidder will enter into an agreement in Non Judicial Stamp with Principal, ITI Mathili, Malkangiri for supply of suitable and qualified manpower as per requirement of Principal, ITI Mathili, Malkangiri on the above terms and conditions.

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Principal
ITI, Mathili

ANNEXURE- A
Check list (Technical Bid)(must be submitted along with Technical Bid)

Sl. No.	Item	Page No.	Remarks
1	Demand Draft amounting to Rs. 1,000/- (Rupees One Thousand) towards purchase of tender paper		
2	Demand Draft amounting to Rs. 24,500/- (Rupees Twenty Four Thousand Five Hundred) towards EMD		
3	Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.		
4	Registration Certificate of the Applicant's Organization		
5	Documentary proof of the registered office or one of the Branch offices of the Manpower Service Providers located in Koraput		
6	Copies of EPF and ESI registration Certificates.		
7	Copy of valid Contract Labour License(R&A) Act. 1970		
8	Copy of PAN/GIR card		
9	Copy of valid Goods and Service Tax registration certificate and return as on 31/03/2019 & 30/6/19.		
10	Affidavit to effect that the Bidder has not been black listed by any Govt. officials.		
11	Copies of EPF Electronic Challan Return (ECR) and Remittance conformation slip for the month of JANUARY/19 to July'2019.	Jan/19 to July/19 July'2019	
12	Copy of ESI return as on January'2019 to July/2019	January'2019 to July'2019	
13	Copy of ESI E-Challan of ESI for the month of January' 2019 to July/2019.	Jan'2019 to July'2019 July'2019	
14	Copy of the IT return filed for the last three financial years 2016-17, 2017-18, 2018-19 (Duly Certified by the concerned Bank Manager i.e OB & CB of concerned financial year)	2016-17 2017-18 2018-19	
15	Copy of the Bank Pass Book in the name of the Organization along with bank statement containing transactions made during 2016-17, 2017-18,2018-19	2016-17 2017-18 2018-19	
16	Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 15.00 lakh in the FY 2016-17, 2017-18, 2018-19.	2016-17 2017-18 2018-19	
17	Copy of contract on similar work worth of Rs.10.00 Lakhs in FY2016-17, 2017-18, 2018-19.	2016-17 2017-18 2018-19	
18	Documentary proof of 03 Years experience in providing manpower service to State Government /Central Government/ PSU on similar work		
19	Copies of proof of payment of monthly home take remuneration to the engaged outsourcing staff in different organization made by the bidder(Manpower Agency) through bank transfer to their respective savings bank accounts		

(Signature)
Principal
ITI Mathili

(Signature)
Principal
ITI Mathili

ANNEXURE-B

Check list(Financial Bid)(must be submitted along with Financial Bid)

Sl. No.	Item	Remarks
1.	Financial Bid	
2.	Detail calculation sheet for EPF(Employer's share)	
3.	Detail calculation sheet for ESI(Employer's Share)	


Principal
ITI, Mathili