

# **TENDER DOCUMENT FOR MANPOWER SERVICE PROVIDER**

**OFFICE OF THE PRINCIPAL, GOVERNMENT POLYTECHNIC, BOUDH**

Tele/FAX: 06841-222336, Email: principal\_itiboudh@rediffmail.com,patrask2001@gmail.com

Price: Rs.500.00

Those who download the tender document from Website should enclose a Account Payee DD/Banker's Cheque for Rs.500.00(rupees five hundred) only **in favour of the Principal, Government Polytechnic, Boudh** towards cost of tender **payable at Boudh.**

**BIDDER'S COVERING LETTER**

To,  
The Principal,  
Government Polytechnic,  
Boudh.

Ref: Tender no: 01

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this. We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract. We agree to abide by this bid for a period of 30 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

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

Signature of Authorised Signatory .....

In capacity of .....

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

**The cost of bid document:** Rs.500/-

Crossed D.D. No. .... dated .....

Drawn on Bank: .....

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: 01

To,

The Principal,  
Government Polytechnic,  
Boudh.

Dear Sir,

Subject: Authorization for attending bid opening on .....(date)  
in the Tender for Manpower Services for the Government Polytechnic, Boudh.  
( Tender No: 01 )

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

<b><u>Order of Preference</u></b>	<b><u>Name</u></b>	<b><u>Specimen Signature</u></b>
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1.

2.

Or

Officer authorized to sign the Bid  
Documents on behalf of the Bidder.

**Note:**

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

# Government Polytechnic, Boudh

## **TENDER NOTICE FOR OUTSOURCING OF MANPOWER**

Sealed tender are invited from registered manpower Agencies/Service Providers to provide the services of Watchman, Attendant (Peon), Sweeper, Hostel Attendant, Driver- cum- Mechanic, Data Entry Operator, Lady Matron for a period of one year which is likely to be extended in future.

The detailed information for outsourcing the service of aforesaid services is given in the Tender Document which may either be downloaded from the website **[www.dtetorissa.gov.in](http://www.dtetorissa.gov.in)** or obtained in person from the office of the Principal, Government I.T.I., Boudh on any working day between **11 A.M. to 5.00 PM from 25.06.2014 to 10.07.2014** by depositing **Rs.500/- (Rupees Five Hundred)** only in shape of **Account Payee Demand Draft/Banker's Cheque in favour of the Principal, Government Polytechnic, Boudh** towards the cost of Tender paper. The bidder who has downloaded the Tender paper shall attach the Demand Draft/Banker's Cheque (made between 25.06.2014 to 10.07.2014) as mentioned above along with the tender documents. Demand Drafts/Banker's Cheques of dates other than that mentioned above shall not be entertained. **The last date and time for submission of Tender document is 10.07.2014 at 5.00 P.M.**

Principal, Government Polytechnic, Boudh reserves the right to accept or reject any or all bid documents without assigning any reason thereof.

*Sd/-*  
*Principal, Government Polytechnic, Boudh*

## Government Polytechnic, Boudh

### Under the Directorate of Technical Education & Training, Odisha, Cuttack & Employment and Technical Education & Training Department, Government of Odisha

#### TENDER DOCUMENT

For providing Services of Watchman, Attendant (Peon), Sweeper, Hostel Attendant Driver-cum-Mechanic, Data Entry Operator, Lady Matron to Government Polytechnic, Boudh by registered private manpower agencies/service providers.

1.	Period of availability of Tender Document from the Office the principal, Govt. Polytechnic, Boudh	From 25.06.2014 to 10.07.2014 on all working days from 11 AM to 5.00PM
2.	Date and time for submission of Tender documents	On or before 10.07.2014 by 5.00PM
3.	Date and time for opening of tender documents: 1) Technical Bid 2) Financial Bid	Date-11.07.2014 at 11.00 A.M. Date-11.07.2014 at 4.00PM
4.	Tentative date for commencement of Deployment of required manpower	15.07.2014

**N.B:** Tender Documents may be submitted by Registered Post/Speed Post/by Hand so as to reach the Office of the Government I.T.I, Boudh as per the above date and time. Tender Documents received after 5.00 PM of 10.07.2014 will not be entertained. It may be mentioned here that Government Polytechnic, Boudh has not functioned from its original campus. **Hence, all correspondence should be made in the address of the Principal, Government ITI, Boudh mentioning in the envelop as tender for Government Polytechnic, Boudh.**

## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The Government Polytechnic, Boudh requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Watchman, Attendant (Peon), Sweeper, Hostel Attendant, Driver- cum- Mechanic, Data Entry Operator, Lady Matron for Government Polytechnic, Boudh on contract basis for a period of one year which is likely to be extended depending on the requirement.
2. **The contract for providing the aforesaid manpower is likely to commence from 15.07.2014 and would continue till 14.07.2015.** The period of the contract may be further extended beyond July, 2015 provided the requirement of manpower persists at that time. **The services may be curtailed/ terminated before July, 2015 owing to deficiency in service or substandard quality of manpower** deployed by the selected Service Provider or because of change in the requirements of Government Polytechnic, Boudh. However, Government Polytechnic, Boudh reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The tentative requirement of manpower for the government Polytechnic, Boudh is as per the followings. The requirements may increase/decrease in any/all the categories.

<b>Sl. No.</b>	<b>Job Description</b>	<b>No. of persons to be engaged</b>	<b>Remarks</b>
01.	Watchman	05	
02.	Attendant (Peon)	02	
03.	Sweeper	02	
04.	Driver – cum – Mech.	01	
05.	DEO	01	
06.	Lady Matron	01	
	Total	12 nos.	

4. **The tentative estimated cost of the contract is about Rs.9.7 Lakhs** (Nine lakhs and seventy thousand) only per annum excluding service charges. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand)only and other requisite documents **by 10.07.2014 up to 5.00 PM** at Government I.T.I., Boudh super-scribing in the envelop 'Tender for manpower service for Government Polytechnic, Boudh' by Registered Post/Speed Post/Courier/In person. The tender documents can also be downloaded from the website: [www.dtetorissa.gov.in](http://www.dtetorissa.gov.in).
5. The Important dates relating to "Tender for Providing Manpower Services to the Principal, government Polytechnic, Boudh" are cited as under.



a) Period of issue of Tender document	: From 25.06.2014 to 10.07.2014
b) Date and time for submission of tender document	: On or before 10.07.2014 by 5:00PM
c) Date and time for opening of i) Technical Bids ii) Financial Bids of eligible Bidders	: 11.07.2014 at 11:00 AM : 11.07.2014 at 4:00PM
d) Tentative date for commencement of deployment of required manpower	: 15.07.2014

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 Servicers to Government Polytechnic, Boudh" and "Financial Bid for Providing Manpower Services to Government Polytechnic, Boudh" Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Government Polytechnic, Boudh**".
7. The **Earnest Money Deposit (EMD) of Rs.20,000/-** (Rupees Twenty thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Account payee Demand Draft/ Banker's Cheque drawn **in favour of the Principal, Government Polytechnic, Boudh** failing which the tender shall be rejected summarily.
8. The successful bidder will have to deposit a **Performance Security Deposit of Rs. 50,000/-** (Rupees Fifty Thousand) only in the form of **Fixed Deposit Receipts (FDR)** made in the name of the agency hypothecated to the Principal, Government Polytechnic, Boudh or in the form of Bank Guarantee from any Nationalized Bank **in favour of the Government Polytechnic, Boudh** covering the period of contract. In case the contract is further extended beyond the initial period the FDR/ Bank Guarantee will have to be accordingly renewed.
9. The tendering Manpower Service providers are required to **enclose photocopies** of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further :
  - (a) **Registration certificate of the applicant organization ;**
  - (b) **Copy of PAN/GIR card;**
  - (c) **Copy of the 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 and time, in the office room of the Principal, Government ITI, Boudh in the presence of bidders or authorized 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 at the scheduled date and time in the office room of the Principal, Government ITI, Boudh in the presence of the bidders or authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Authority of the Government Polytechnic, Boudh reserves the right to accept or reject all bids without assigning any reason.

#### **TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER**

1. The 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 Department/Office. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaison with the said Field Office(s).
  - (b) They should be registered with the appropriate registration authority;
  - (c) They should have at least two/three years' experience in providing manpower to Government Departments, Public Companies/ Banks, etc;
  - (d) They should have their own Bank Account;
  - (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) Annual Turnover of the service provider should be Rs.10.00 lakhs (Ten lakhs) or more.
  - (i) Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

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

1. He/She should be above 18 years of age and not exceeding 40 years. The upper age limits may be relaxed in case of more deserving and experienced candidates.
2. The Minimum Educational Qualification for the different requirement is given below.

<b>Sl. No</b>	<b>Nature of manpower</b>	<b>Minimum essential qualification</b>	<b>Remarks</b>
1.	Hostel Attendant	8 <sup>th</sup> Pass or above	Candidates with experience in the relevant field will be preferred.
2.	Data Entry Operator	Any Graduate with sufficient knowledge in computer related works	Candidates with experience in the relevant field will be preferred.
3.	Matron	Any Graduate	Candidates with experience in the relevant field will be preferred.
4.	Watchman/Security Guard	Class-VIII or above	--
5.	Attendant	Class-VIII or above	--
6.	Sweeper	Literate	--
7.	Driver – cum –Mech.	ITI Pass in Motor Mechanic Trade with valid driving license to run light motor vehicle.	Candidates with experience in the relevant field will be preferred.

The **Data Entry Operator** should have a typing speed of 40 words per minutes in English and should be well conversant with the computer application and essentially well trained in MS Office, Internet and LAN function and should have computer course certificate (DCA/ equivalent) with minimum of six months experience. Candidates having additional qualification like Diploma in Computer Science/Information Technology/DCA/PGDCA will be preferred.

3. Data Entry Operator/Matron/ Watchman/Attendant/Sweeper/Hostel Attendant /Driver–cum–Mechanic should be a sincere and responsible worker capable of rendering proper services to the Government Polytechnic, Boudh.



(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower service provider during the last three years in the following format.  
(If the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Name of client, address, telephone & Fax No.	Manpower services provided		Amount of contract(Rs. lakhs)	Duration of contract	
		Type of Man Power provided	No.		From	To

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

Date :  
Place :

Signature of authorized person  
Name  
Seal.

### D E C L A R A T I O N

- I \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor /Director/ authorized signatory of the service provider, mentioned above, am competent to sign this declaration and execute this tender documents.
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- 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 fees furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date :  
Place :

Signature of authorized person.  
Full Name :  
Seal :

## **APPLICATION-FINANCIAL BID**

(For providing Manpower Assistance to Government Polytechnic, Boudh)

1. Name of tendering Manpower service Provider:
2. Rate per person per month inclusive of all statutory liabilities taxes, levies, cess etc:

SI.No	Manpower type	Monthly Rate per person						Total per person
		*Take home Remuneration per month	EPF	ESI	Service tax	Service charges	Other Statutory dues if any	
1.	Driver-cum-Mechanic							
2.	Data Entry Operator							
3.	Matron (to stay in the Ladies Hostel)							
4.	Watchman/Security Guard							
5.	Attendant							
6.	Sweeper							

**\* Minimum take home remuneration per person should, Rs.5,200/- pm for Data Entry Operator, Matron and Driver-cum-Mechanic. For other categories, the minimum take home remuneration per month is Rs.4,750/-.**

Date  
Place:

Signature of authorized person  
(Full name)  
Seal

The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering in to 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 AND CONDITIONS**

## **GENERAL**

1. The agreement shall commence from 15<sup>th</sup> July, 2014 and shall continue till 14<sup>th</sup> July, 2015 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, break of contract etc or change in requirements.
2. The agreement shall automatically expire on 15<sup>th</sup> July, 2015 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 sub contract 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 agreement, at present, has tentative requirement of Driver-cum-Mechanic-01, Data Entry Operator- 01 Nos., Matron – 01 No. Security Guard/ Watchman-05 Nos, Attendant- 02 No & Sweeper-02 No. The requirement of the office may further increase or decrease marginally, during the period of initial contract also and the Bidder should 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 is found to be false at any stage, it would be deemed as breach of terms of agreement making it liable for legal action in addition to 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 persons deployed shall be required to report for work at the scheduled time at the concerned Sections of Government Polytechnic, Boudh and discharge his/her duty for the scheduled duration. 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 concerned Officers of Government Polytechnic; Boudh 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 Government Polytechnic, Boudh shall be that of the manpower service provider and the Principal, Government Polytechnic, Boudh will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the Office concerned.
12. **For all intents and purposes, the manpower's service provider shall be the "Employer"** within the meaning of different rules in respect of manpower to deployed. The persons deployed by the manpower service Provider shall not have any claim whatsoever like employer and employee relationship with Government Polytechnic, Boudh.
13. **The manpower service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed.** The Principal, Government Polytechnic, Boudh shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of Government Polytechnic, Boudh concerned and an Authorized representative of the manpower service Provider.
14. The Government Polytechnic, Boudh shall not be responsible for any financial loss or any inquiry to any person deployed by the manpower service provider in the course of their performing the functions/duties, or after expiry of the agreement.
15. The person 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 in other capacity.
17. **The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at Government Polytechnic, Boudh** 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 registration should be submitted. The Manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act,1970 if any, at his own part and cost .

19. The Manpower Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her 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 contribution towards provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have clean track 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 change the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline, misbehavior, misconduct by the persons deployed.

## **LEGAL**

22. The persons deployed shall during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed in the office concerned. The office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department of office concerned or any other authority under law.
26. The Tax deduction at Source(TDS) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Manpower Service Provider, to the content of the loss or Delegation in monetary terms.



28. **The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration to employed persons and non-deposit of statutory dues with the concerned agencies like E.P.F., E.S.I., and Service Tax etc.** The Department or office concerned will have no liability towards nonpayment of remuneration to the persons employed by the Manpower Service Provider and the outstanding stations dues of the service provider to statutory authorities.
29. In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider, the same should be reported to the Police through the head of office at the earliest. However, the loss arising out of theft/damage of Govt. property shall be borne by the manpower service provider (by way of adjustment from the Performance Security Deposit/unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

### **FINANCIAL**

30. The Financial bid should be accompanied with an Earnest Money Deposit(EMD), refundable without interest, of in the form of Demand Draft/Banker's Cheque drawn in favour of the Government Polytechnic, Boudh payable at Boudh 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 competition 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 assigning any reason.
32. The successful bidder will have to deposit a Performance Security Deposit of Rs. 50,000/-(Rupees Fifty Thousand) only in the form of Fixed Deposit Receipts (FDR) made in the name of the agency but hypothecated to the Principal, Government Polytechnic, Boudh or in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Government Polytechnic, Boudh covering the period of contract. In case the contract is further extended beyond the initial period the FDR/ Bank Guarantee will have to be accordingly renewed.
33. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
34. The Manpower service Provider shall furnish the bill, in triplicate, along with attendance sheet duly verified by the Department or office concerned 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 within the second week of the succeeding month.
35. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount

shall be held up till such proof is furnished, at the discretion of the Department or office concerned.

- 36 The amount of penalty calculated @100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower service provider shall be deducted from its monthly bills in the succeeding month.
- 37 The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the provision encountered at a later stage.
- 38 In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority of controlling officer for his decision and the same shall be binding on all parties.
- 39 All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 40 The successful bidder will enter in to an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.
- 41 **The employer's share of contribution towards E.P.F. and E.S.I., Service Tax, other statutory dues and Service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee.** The man power service provider shall deposit all statutory dues with the concerned authority and claim the same from the concern Govt. department/office along with its service charge by producing documentary proof of payment.
- 42 **The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the man power service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.**
- 43 The minimum take home remuneration of the employee engaged on outsourcing basis shall be the amount equal to the minimum of the pay scale (excluding Grade Pay) admissible to the correspondence regular post.

**DOCUMENTS TO BE SUBMITTED 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 i.e. 2011-12, 2012-13 & 2013-14.
4. Attested copy of PAN/GIS Card :
5. Attested copy of the latest IT returns filed by agency for the last three years i.e. 2011-12, 2012-13 & 2013-14.
6. Attested copy of Service Tax registration certificate :
7. Attested copy of the E.P.F. registration letter/certificate:
8. Attested copy of the E.S.I. registration letter/certificate:
9. Certified documents in support of the financial turnover of the agency.
10. Certified documents in support of entries in point no. 13 of Technical Bid application.
11. Copy of the terms and conditions at pages 13 to 18 of 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 BIDDER BEFORE  
DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in Government Polytechnic, Boudh containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Police verification report to the effect that the person concerned does not have any criminal case pending against him.
4. Any other document considered relevant.

## **AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Governor of Orissa represented by \_\_\_\_\_ herein 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 \_\_\_\_\_ herein after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the " Authority" desires that the services of " \_\_\_\_\_ " are required in Government Polytechnic, Boudh .

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

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

### **Now this agreement witnesses as below:-**

1. That the Annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the 'Authority to the Manpower Service Provider' the 'Manpower Service Provider' hereby agrees with the 'Authority' to provide personnel to be engaged as per requisition of Principal, Government Polytechnic, Boudh in conformity with provisions of the Terms and conditions.
3. That the 'Authority' hereby further agrees to pay the 'Manpower Service' as per the contract price at the time and in the manner prescribed in the said Terms and conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.
5. That this agreement is valid up to one year from the date of executing order by the Service Provider

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here into set their respective hands and seals on the day and year first written above.

Signature of the Officer  
Authorized to sign on behalf  
Of Manpower-Service Provider

Signature of the Authority  
(An officer acting in the premises  
for and on behalf of the Governor of Orissa.)

**In the presence of witness:-**

Witness :  
1. Name  
Address  
2. Name  
Address

Witness :  
1. Name  
Address  
2. Name  
Address

## **ANNEXURE**

## **TERMS AND CONDITIONS OF THE AGREEMENT.**

1. The Agreement shall commence from 15<sup>th</sup> July, 2014 and shall continue till 14<sup>th</sup> July, 2015 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 14.07.2015 (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. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.**
7. The persons deployed shall be required to report for work at the scheduled time at Government Polytechnic, Boudh or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at the scheduled time. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department 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 Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.

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 Department or Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redresses or grievances or resolution of disputes relating to persons deployed. The Department 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 Department or Office concerned and an Authorized representative of the Manpower Service Provider.
13. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, Service Tax Authority etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
18. **The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons.** The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. 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 Department or office concerned. The Department or office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
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 Department or office concerned or any other authority under Law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
27. In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider, the same should be reported to the Police through the head of office at the earliest. However, the loss arising out of theft/damage of Govt. property shall be borne by the manpower service provider.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authority. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. 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
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submits 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.
31. 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 Department or Office concerned.
32. 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.
33. 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.
34. 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.
35. 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.
36. **The employer's share of contribution towards E.P.F. and E.S.I., Service Tax, other statutory dues and Service charge of the manpower service provider shall not be deducted** from the take home remuneration of the employee. The man power service provider shall deposit all statutory dues with the concern authority and claim the same from the concern Govt. department/office along with its service charge by producing documentary proof of payment.
37. The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the man power service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.
38. **The minimum take home remuneration of the employee engaged on outsourcing basis shall be the amount equal to the minimum of the pay scale (excluding Grade Pay) admissible to the corresponding regular post.**