

TENDER DOCUMENT
FOR
MANPOWER SERVICE PROVIDER

NO - 1852 /Date- 15/02/2023

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

Price: Rs. 2000.00

(Those who download the tender document

From Website should enclosed a DD for Rs.2000.00

In favour of principal, Government Polytechnic, Malkangiri.

Towards cost of tender from any Nationalised Bank/ Scheduled Bank (non-refundable)



BIDDER'S COVERING LETTER

To,
The Principal
Government Polytechnic, Malkangiri

Dear Sir,

Ref: Tender no: _____

Having examination 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 specification, 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 authorised to sign the bid for and on behalf.....

The cost of bid document: Rs.2000/- (NON- REFUNDABLE)

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

Drawn on bank:



LETTER OF AUTHORIZATION FOR A ATTENDING BID OPENING

Tender No: _____

To

The Principal
Government Polytechnic, Malkangiri

Dear Sir,

Subject: Authorization for attending bid opening on.....(Date) in the Tender for Manpower Service for the Government Polytechnic, Malkangiri(tender no:_____)

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

Preference given below.

Order of preference Name Specimen

Signature

1.

2.

Or

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

Note:

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



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

No: - Date:

TENDER NOTICE

Sealed tender are invited from registered manpower agencies/ service providers to provide the services of Data Entry Operator, Watchman-cum-Gardener, Attendant-cum-Sweeper, Driver-Cum-Mechanic(Heavy Vehicle), Lady Matron and for a period of one year and likely to be extended in future.

The detailed information for outsourcing the service of aforesaid service is given in the Tender Document which may either be downloaded from the website www.malkangiri.nic.in or obtained in person from the office of the undersigned on any working day between 10.00 A.M to 5.00 P.M within **14-02-2023** to **25-02-2023** by depositing Rs. 2000/- (Rupees Two Thousand) Only (non refundable) in shape of D.D in favour of principal, Government Polytechnic, Malkangiri towards the cost of Tender paper. The last date time for receiving of Tender Documents is **25-02-2023** by 5.00 P.M through speed post/ Regd. Post Only. The bidder who has downloaded the Tender paper shall attach the B.D as above, made between **14-02-2023** to **25-02-2023**. No B.D.S of other shall be entertained.

Sd/-

Principal

Government Polytechnic, Malkangiri



GOVERNMENT POLYTECHNIC, MALKANGIRI
(At-PRADHANIGUDA, PO/DIST:- MALKANGIRI, PIN-764045)

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

TENDER DOCUMENT

For providing services of Data Entry Operator, Attendant-cum-Sweeper, Watchmen-cum-Gardener, Lady Matron and Driver-Cum-Mechanic (Heavy Vehicle) to Government Polytechnic, Malkangiri by registered private manpower agencies /service providers.

- (a) (i) Period of downloading Tender Document : From **14-02-2023**
From web site www.malkangiri.nic.in
- (ii) Issue of Tender Document in the Office : From **14-02-2023 to 25-02-2023** on
The Principal, Govt. Polytechnic, Malkangiri Working days from 10.00 AM to
05.00PM
- (b) Date and time for receiving of Tender documents : During Working Hours **14-02-2023 to**
25-02-2023 10.00 AM to 05.00 PM
- (c) Date and time for opening of Tender paper
- (i) Technical Bid : **27-02-2023 at 11.00 AM**
- (ii) Financial Bid of eligible bidders : **27-02-2023 at 03.00 PM**
- (d) Likely date for commencement of Deployment of required manpower. : **1st March 2023**

(Tender Documents may be submitted by Registered post/Speed post so as to reach the office of the Principal, Government Polytechnic, Malkangiri as per the above date and time)



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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Government Polytechnic, Malkangiri requires the service of registered and financially sound Manpower Service provide service of Data Entry Operator, Watchman , Attendant, Lady Matron, Sweeper and Driver-Cum-Mechanic (Heavy Vehicle) on outsourcing basis for day to day work of institute and Hostels.
2. The contract for providing the aforesaid manpower is likely to commence from **01-03-2023** and would continue till **29-02-2024** provided the requirement of the institution for manpower persists at that time or may be curtailed/ terminated before **29-02-2024** owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the institute's requirements or change in Govt. Rule. The authority, however, reserves the right to terminate this initial contract at any time after giving 15 days prior notice to the selected Service provider. If required agreement period may be extended beyond **29-02-2024** according to requirement of man power.
3. This institute has tentative requirement for **02(Two) nos. Data Entry Operator, 03 (Three) nos of Watchman – cum -Gardener, 05(Five) nos of Attendant-cum-Sweeper,01(One) no. of Lady Matron and 01 (One) no. of Driver-cum-Mechanic(Heavy Vehicle).**
4. The annual estimated cost of the contract is approximately 18.00 Lakhs (Eighteen Lakhs) Only.
5. The interested Manpower Service Provider may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) OF Rs. 20,000/- (Rupees Twenty Thousand) only and other requisite document on or before **25-02-2023** up to 5.00 PM at Government Polytechnic, Malkangiri, and at- Pradhaniguda PO/ Dist.- Malkangiri by Registered post/ Speed post. The EMD should be attached with the technical bid of the tender in a sealed cover.
6. The various crucial dates relating to "Tender for providing Manpower Service to Government Polytechnic, Malkangiri" are cited as under.
 - (a) (i) Period of downloading Tender Document
From web site www.malkangiri.nic.in :From **14-02-2023** to **25-02-2023**
 - (ii) Issue of Tender Document in the Office
The Principal, Govt. Polytechnic, Malkangiri :From **14-02-2023** to **25-02-2023** on
working days from 10.00 AM to 05.00 PM
 - (b) Date and time for receiving of Tender
Document :During working Hours **14-02-2023** to
25-02-2023 10.00 AM to 05.00 PM
: **27-02-2023** at 11.00 AM
 - c) (i) Date and time for opening of Technical Bid
(ii) Date and time for opening of financial Bid
For all eligible Tender : **27-02-2023** at 03.00 PM
 - d) Likely date for commencement of
Deployment of required manpower : **1st March 2023**



7. The undersigned has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit Tender papers in two separate sealed envelopes super scribing "Technical Bid for providing Manpower Service to Government Polytechnic Malkangiri" and Financial Bid for providing Manpower Services to Government Polytechnic Malkangiri", Both sealed envelope should be kept in a third sealed envelope super scribing. **Tender for providing Manpower Service to Government Polytechnic Malkangiri",**
8. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand) Only, refundable (Without interested), should be necessarily accompanied with the Technical Bid of the service provider in the form of crossed Demand Draft drawn in favour of principal, Government Polytechnic, Malkangiri", payable at any **Nationalised Bank/ Scheduled Bank in Malkangiri failing which the tender shall be rejected summarily.**
9. The successful tenders will have to deposit a performance security Deposit of Rs. 2,00,000/- (Rupees Two Lakh) Only in the form of Fixed Deposit receipts (FDR) made in the name of agency and hypothecated to the Principal Government Polytechnic, Malkangiri or in the form of Bank Guarantee from any **Nationalised Bank / Scheduled Bank** in favour of the Government Polytechnic, Malkangiri covering the period of contract. In case the contract is further extended beyond the initial period the FDR/ Bank Guarantee will have to be accordingly renewed.
10. The tendering Manpower Service providers are required to enclosed photocopies of the following documents(duly self attested), along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:**
 - a) Registration certificate of the applicant organization.
 - b) Copy of PAN/ GIR card.
 - c) Copy of the Income Tax return filed for the last 03 years 2019-20, 2020-21, 2021-22.
 - d) Copies of E.P.F and E.S.I certificate;
 - e) Copy of the G.S.T registration certificate;
 - f) Certified extracts of the Bank Account containing transactions during last three years 2019-20, 2020-21, 2021-22.
 - g) Copy of valid Labour License Certificate.
11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**



12. All entries the tender form should be eligible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the financial Bid Form while mentioning the rates of contract. In such case, the tender shall be summarily rejected.** However, the cutting, if any in other cases must be initialed by the person authorized to sign the tender bids.
13. The tender papers shall be opened on the scheduled date and time i.e. at 11.00 AM on **27-02-2023**, in the officer room of principal, Government Polytechnic, Malkangiri in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time.
14. The financial Bid of only those tenders will be opened whose Technical Bids are found in order. The financial Bid shall be opened on the scheduled date and time i.e. at 03.00 PM on **27-02-2023**, in the office room of principal, Government Polytechnic, Malkangiri in the presence on the spot at that time.
15. The Competent Authority i.e. the principal, Government Polytechnic, Malkangiri reserves the right to accept or reject any or all bids without assigning any reason.



TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER

SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical Specifications.
 - a) The registered office or one of the branch offices of the manpower service provider should be located within Malkangiri district. In case the man power service has no registered office/ branch office within Malkangiri district, then the Man Power Service provider should provide the name, designation, address and contact number of the person to liaison with this office.
 - b) They should be registered with the appropriate registration authority.
 - c) They should have at least three year experience i.e, 2019-20, 2020-21, 2021-22 in providing manpower to Government Departments, Institutes, Public Sector Companies/ Banks, etc ; with proof.
 - d) They should have their own bank account in name of the Organization/ Company/ Farm;
 - e) They should be registered with Income Tax and G.S.T Departments.
 - f) They should be registered with appropriate authorities under Employees provident Fund and Employees State Insurance Acts.
 - g) They should have any other regulatory clearness (to be specified by the user Department that may be required for providing manpower services.
 - h) Annual Turn-Over of the Service provider should be 10.00 Lakhs(Ten Lakhs) or more with supported documents duly certified by the Chartered Accountant.
 - i) Execution of contracts of similar type during preceding one year of value equal to or more than 60% of the estimated cost of the present contract.



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

1. She/ he should be above 18 years of age and not exceeding 40 years.
2. The minimum Education Qualification-
 - a) For Watchman-cum-Gardener, -unskilled
 - b) For Attendant-cum-Sweeper -unskilled
 - c) For Data Entry Operator/IT Service -Graduate with PGDCA – Semi Skilled
 - d) For Lady Matron -Graduate – Semi Skilled
 - e) For Driver-cum- Mechanic -Literate (with valid heavy license of one year or more experience.) – Semi Skilled
3. Watchman-cum- Gardener/ Sweeper/ Attendant/ Data Entry Operator / Driver-cum- Mechanic (Heavy vehicle)/ Lady Matron should be a hard worker and good physique to render the service to Government Polytechnic, Malkangiri.
4. All the supplied Manpower shall be liable to attend interview before the Committee for suitability of the job to be assigned.



APPLICATION TECHNICAL BID
"FOR PROVIDING MANPOWER SERVICES TO GOVERNMENT POLYTECHNIC, MALKANGIRI"

1. Name of Tender Manpower Service
Provider: _____
2. Details of Earnest Money Deposit: DNo _____ Date _____ of Rs.
20,000/-
Drawn on Bank _____
3. Name of Proprietor/ Partner/ Director: _____

4. Full Address of Registration Office: _____

Telephone No. _____
FAX No. _____
Email Address _____
5. Full Address of Operating Office / Branch
Telephone No. _____
FAX No. _____
Email Address _____
6. Name Designation, address & Telephone No. of authorized officer/ person to liaise
with this office.
7. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of
A/C for the last year). _____

Telephone No. of Banker _____
8. PAN/GIR No.(Attach attested copy): _____



9. G.S.T Registration No. _____

10. E.P.F Registration No. _____

11. E.S.I Registration No. _____

12. Financial Turnover of the tendering Manpower Service Provider for the last three year.

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2019-20		
2020-21		
2021-22		

Additional information if any;

(Attach separate sheet if space provided is insufficient)

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

(If the space provided is sufficient, a separate sheet may be attracted)

Sl No.	Name of client, address, telephone & Fax no.	Manpower Services Provider		Amount of Contracts Rs. (Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

14. Additional information, if any

(Attach separate sheet, if required)

Signature of Manpower Service Provider

Authorised Person

Date:

Place:

Name:

Seal:



DECLARATION

1. I, _____ SON/Daughter/
Wife of Shri _____ Proprietor/ Director /
authorised 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 rejected of my tender at any stage
besides liabilities towards prosecution under appropriate law.

Signature of Manpower Service Provided/
Authorised Person

Date:

Place:

Name:

Seal:



APPLICATION FINANCIAL BID

"FOR PROVIDING MANPOWER SERVICES GOVERNMENT POLYTECHNIC MALKANGIRI"

1. Name of Tendering Manpower Service Provider :
2. Rate per person per day(8 Hours per Day) inclusive of all statutory liabilities, Taxes, levies, cess etc:

SL No.	Manpower Type	Rate of remuneration per person (figures in Rupees)					
		*Take Home remuneration per day as per the Govt. rate	E.P.F as per rate	E.S.I as per rate	G.S.T as per rate	Service charge Rs 200/- per month/ per person (Minimum to be quoted)	Total
1	Data Entry Operator (Semi Skilled)						
2	Watchman-cum-Gardener (Unskilled)						
3	Attendant-cum-sweeper (Unskilled)						
4	Lady Matron (Semi Skilled)						
5	Driver-cum-Mechanic(Heavy Vehicle) (Semi Skilled)						

Year of Experience	Valid supporting documents required
No. of Man Power in Govt. Offices last year 2021-22	
Turn Over during 2021-22	

- (a) Minimum remuneration per day per person should not be less than wage prescribed by the Government of Odisha.
- (b) E.P.F. Employee share will be deducted from the take home remuneration of concerned employee.
- (c) * Take home remuneration is subject to NO WORK NO REMUNERATION basis.
- (d) The payment shall be made on conclusion of the calendar month only on the basis of no. of Working days for which duty has been performed by each manpower.

Signature of Manpower Service Provider/ authorized person

Date:
Place:

Name:
Seal:



TERMS & CONDITIONS

GENERAL

The agreement shall commence from **01-03-2023** and shall continued till **29-02-2024** 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 changing in requirements.

1. The agreement shall automatically expire on **29-02-2024** unless extended further by the mutual consent of the Manpower Service Provider and the authority.
2. The agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
3. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
4. This institute at present has tentative requirements of manpower for **02(two)** no. of Data Entry Operators, **03(three)** no. of Watchman –cum-Gardener ,**05(five)** no. of Attendant-cum-Sweeper, **01(one)** no. of Driver-Cum-Mechanic (Heavy Vehicle), **01(one)** no. of Lady Matron, on urgent basis. The requirements of the institute may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
5. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The person deployed shall be required to report for work as per schedule time of their duties fixed by the authority and in no case he/ she will be paid extra remuneration beyond duty hours assigned to him/ her. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.



9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the concerned officer of the institute so that optimal services of the person deployed could be availed without any disruption and shall be stationed at Malkangiri.
10. The entire financial liability in respect of manpower services deployed in the institution shall be that of the Manpower Service Provider and the institute will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the institute.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatever like employer and employee relationship against the institute the (Government Polytechnic, Malkangiri).
12. The manpower service provider shall be solely responsible for the redress of grievances or resolution of disputes relating to persons deployed. The institute shall, in no way, be responsible for settlement of such issue 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 representatives of the institute and an Authorized representative of the manpower service provider.
13. The institute shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/ duties, or for payment towards any compensation.
14. The person deployed by the manpower service provider shall not claim not shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency of 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 persons deployed shall not claim any benefits or compensation or absorption or regularization of deployment with this under the provision of rules and acts. Undertaking regularization of deployment with this office under taking from the person deployed to this effect shall be required to be submitted by the manpower service provider.



17. The manpower service provider must be registered with the concerned Govt. Authorities, i.e. Labor Commissioner, provider Fund Authorities, Employees State Insurance Corporation etc, and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labor (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
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 contribution towards provident Fund Employees State Insurance, whenever applicable.
19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
20. The person deployed should be polite, cordial and efficient while handling the institute. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. Every page of the tender paper should be signed by the manpower service provider with seal.
*Note:- Registration/ License under the Contract Labour(Registration and Abolition) Act,1970 is applicable ; to Manpower Service Provider employing more than 20 workmen

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 taken oath of confidentiality and breach of this conditions shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the institute. The institute shall have no liability in this regard.
24. The Manpower Service Provider shall be liable for depositing all taxes, levies, Cess etc. On account of service rendered, by it to the concerned tax collection authorities, from time to time, as per the rules and regulation in the matter. Attested Xerox copies of such documents shall be furnished to the institution.
25. The Manpower Service Provider shall maintain all statutory register under the Law and shall produce the same, on demand, to the authority of the institute or any other authority under Law.



26. The tax deduction at source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or Office concerned.
27. In case, the Manpower Service Provide fails to comply with any liability under appropriate law, and as a result thereof, the institute is put to any loss/obligation, monetary or otherwise, the institute will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contracts, non-payment of remuneration on employed persons and non- payment of statutory dues. The institute will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the institute by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

29. The technical bid should be accompanied with an Earnest Money Deposit(EMD), refundable without interested , of Rs.20,000 /- (Rupees Twenty Thousand) (i.e. 1.0% of the contract value) only in the form of Demand Draft drawn in favour of principal, government Polytechnic, Malkangiri failing which the tender shall be rejected out rightly.
30. The earnest Money Deposit in respect of the agencies which do not qualify the technical Bid(1st Stage)Financial Bid (2nd Competitive stage) shall be returned to them without any interest. In case of successful tenderer if any agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
31. The successful tender will have to deposit a security amount of Rs .2,00,000/- (Rupees Two lakh) Only in the form of fixed Deposit receipt (FDR) made in the name of the agency but hypothecated to the principal, Government Polytechnic, Malkangiri, covering the period of contract. In case the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tendered.

Or

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The successful tender will have to deposit a performance security Deposit of Rs.,2,00,000/- (Rupees Two Lakh) Only in the form of Bank Guarantee from any nationalize Bank Drawn in favour of the authority (Principal, Government Polytechnic, Malkangiri) covering period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

32. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the Manpower Service Provider shall liable to be forfeited besides annulment of the agreement.

33. Method for Evaluation of Financial BID:-

As the take home remuneration per month, EPF, ESI are fixed as per the state Govt./ Govt. of India Instructions from time to time, no comparison will be made with respect to the amount quoted by the bidders of these. As the Govt. Polytechnic, Malkangiri is under the administrative control of the DTE&T, Odisha, Cuttack & SD&TE, Department Govt. of Odisha and the requirement for all the manpower is need based the monthly remuneration will be paid as per approval of the DTE&T, Odisha, Cuttack and Govt. of Odisha. The comparison will be made only in respect of rate quoted against service charge.

The financial bids of service providers whose technical bids are found to be in order and accepted will be evaluated only in respect of service charge. The lowest rate quoted in respect of service charges will be awarded with the contract. If the minimum rate quoted for service charge by different bidder will be same the following method will be adopted for evaluation.

- (i) If the rate quoted by the bidder in respect of the service charges will be same, the firm with highest years of experience in providing manpower on outsourcing basis to Govt. Offices will be awarded the contract.
- (ii) If the years of experience become same, then the firm which has deployed the highest number of Manpower in Govt. Offices last year i.e., during 2021-22 will be awarded the contract.
- (iii) If the number of Manpower deployed during the year 2021-22 becomes same, then the bidder having highest turnover during 2021-22 will be awarded the contract.
- (iv) If the turnover during 2021-22 become same, then the firm with highest years of experience in providing manpower on outsourcing basis to Govt. Polytechnics/ Govt. Engg. Schools during 2021-22 will be awarded the contract.



- (v) If the experience in providing manpower to Govt. Polytechnics/ Govt. Engg. Schools during 2021-22 become same, then the contract will be awarded through lottery.
34. The Manpower Service Provider shall raised the bill, in triplicate, along with attendance sheet duly verified by the institute in respect of the person deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
35. The claims in bills regarding Employees States Insurance, provident Fund, and Service Tax etc. should be necessary accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the institute.
36. The amount of penalty calculated @Rs .100 per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by the manpower service provider shall be deducted from its monthly bills in the succeeding month.
37. The authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered as a letter stage.
38. In the event of any dispute arising I respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority i.e. at Malkangiri, who has executed the agreement, is located.
40. The successful bidder will enter into an agreement with this institute for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions.



DOCUMENT TO BE PROVIDED WITH THE TECHNICAL BID

1. Application
2. Attested copy of registration of Agency;
3. Certified copy of the statement of Bank Account of agency for the last three years;
4. Attested copy of PAN Card of the firm;
5. Attested copy of the IT returns for last 03 year filed by agency 2019-20, 2020-21, 2021-22.
6. Attested copy of the G.S.T registration letter/ certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ certificate;
9. Certified documents by Chartered Accountant in support of the financial turnover of the agency of last 03 years 2019-20, 2020-21, 2021-22.
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of Valid Labor License Certificate;
12. Copy of the terms and conditions at pages 16-21 in Tender Documents with each page duly signed with seal by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in Government Polytechnic, Malkangiri containing full details i.e. date of birth, marital status, address, education qualification etc.
2. Bio-data of all persons in the declaration that the information submitted are true.
3. Police Verification certificate of the deployed outsourcing staff should be submitted.
4. Any other document considered relevant.



AGREEMENT

The agreement is made on this day of _____ between the principal, Government, Polytechnic, Malkangiri here-in-after referred to as the "Authority " which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

AND

M/S

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

Whereas, the "Authority" desires that the services of" _____ are
required in Government Polytechnic, Malkangiri (Institute);

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

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and conditions shall be deemed to form and to be read and constructed 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 provided personnel to be engaged as per the requisition of the principal, Government, Polytechnic, Malkangiri (Institute) in conformity with the provisions of the terms and conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.



5. That this agreement is valid up to one year from the date of executing order by the service provider.

IN WITNESS WHERE OF The parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands seals on the day and year first written above.

Signature of the Manpower Service Provider

Signature of the Authority

Provider/ Officer authorized to sign

Principal, Government, Polytechnic, Malkangiri

On behalf of Manpower Service Provider.

In the presence of witness:-

Witness

1. Name:.....

Address.....

2. Name.....

Address:.....

Witness

1. Name:.....

Address:.....

2. Name.....

Address:.....



ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from **01-03-2023** and shall continue till **29-02-2024** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality on manpower deployed, breach of contract etc or change in requirements.
2. The agreement shall automatically expire on **29-02-2024** 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 condition or with some additions/deletions/ modifications, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under the this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The person deployed shall be required to report for work as per schedule time of their duties fixed by the authority and in no case he/ she will be paid extra remuneration beyond duty hours assigned to him/ her. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed will be work on Govt. 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 responsible for immediate interaction with the concerned officer of the institute so that optimal services of the persons deployed could be availed without any disruption and shall stationed at Malkangiri.
10. The entire financial liability in respect of manpower service provider deployed in the institute shall be that of the Manpower Service Provider and the institute will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the institute.



11. For all intents and purposes, the Manpower Service Provider shall be the "Employer " within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the institute.
12. The Manpower Service Provide shall be solely responsible for the redress of the grievances or resolution of disputes relating to persons deployed. The authority shall, in no way be responsible for settlement of such issues whatever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed persons can place their grievances before a joint Committee consisting of a representative of the institute appointed by the authority and an Authority representative of the Manpower Service Provider.
13. The authority & staff institute shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim not 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 persons deployed shall not claim any benefits or compensation or absorption or regularization of deployment with this office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities , i.e. Labour Commissioner, provider Fund Authorities, Employees State Insurance Corporation etc. and copies of the registration certificate should be submitted along with the tender paper the Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour(Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
18. The manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsible for contributions towards provident Fund Employees State Insurance, whatever applicable.



19. The person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. A declaration to that effect is required to be submitted by the Manpower Service Provider.
20. The persons deployed should be polite, cordial and efficient while handling the institute. The Manpower Service Provider shall be held responsible for any act of indiscipline on the part of the persons deployed.
21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the institute & hostels. The institute shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. (Attested Xerox copies of such documents shall be furnished to the institute).
24. The Manpower Service Provider shall maintain all statutory under the Law and shall produce the same, on demand, to the authority of the institute or any other authority under Law.
25. The Tax deduction at source (T.D.S.) shall be done as per the provisions of income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Departments/Officer concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the institute is put to any loss/obligation, monetary or otherwise, the institute will be entitled to get itself reimbursed out of the outsourcing bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.



27. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The institute will have no liabilities towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the institute & hostels concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit and if required the security deposit will be seized.
28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the person appointed by the authority in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. The payment will be made in the 2nd week of the said succeed month accordingly.
30. The claim in bills regarding Employees State Insurance, provident Fund, and Service Tax etc. month. A requisite portion of the bill or whole of the bill account shall be held up till such proof is furnished, at the discretion of the authority.
31. The amount of penalty calculated @Rs.100 per day on account of delay , if any in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
32. The authority reserves the right to withdraw or relax any of terms and condition mentioned above so as to overcome the problem encountered at a later stage.
33. In the event of any dispute arising in respect of the clause of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
34. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

