

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

Mahisapat, Dhenkanal, Odisha

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Tender Notice No. 1012

Dated : 24.09.2019

TENDER CALL NOTICE

Sealed tenders are invited from reputed registered manpower agencies/service providers to provide the services of Manpower on contract basis for day to day official work of Govt. Polytechnic, Dhenkanal.

Tender should be accompanied with refundable Earnest Money Deposit (EMD) of Rs. 14000/- (Rupees Fourteen Thousand) only in shape of account payee Demand Draft in favour of Principal, Govt. Polytechnic, Dhenkanal on any Nationalized Bank payable at Dhenkanal, failing which the tender shall be rejected.

The Tender Document downloaded from the website (<http://www.gpdhenkanal.org> / www.dtetorissa.gov.in) and cost of tender document Rs.1050/- (One Thousand Fifty) only inclusive of 5% GST should be submitted in shape of account payee Demand Draft in favour of Principal, Govt. Polytechnic, Dhenkanal drawn on any Nationalized Bank Payable at Dhenkanal along with the tender documents, failing which the tender shall be rejected.

The last date and time for submission of tender document is **Dt.03.10.2019 by 03.00 P.M** at Principal, Govt. Polytechnic, Dhenkanal The tender submitted by **Speed Post/ Registered Post** only will be entertained.

The Principal, Govt. Polytechnic, Dhenkanal reserves the right to cancel all bids without assigning any reason thereof.

Sd/-

Principal,

Govt. Polytechnic, Dhenkanal

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

TENDER DOCUMENT

For providing services of Data Entry Operator, Watchman-cum-Gardener(Male), Attendant-cum-Sweeper(Male/Female), Matron(Lady) and Librarian to the Govt. Polytechnic, Dhenkanal by a private manpower service provider.

SL. NO.	DESCRIPTION	TIMING
A	PERIOD OF AVAILABILITY OF TENDER DOCUMENT IN INSTITUTE WEBSITE	24.09.2019 Time 12.00 PM
B	LAST DATE AND TIME FOR SUBMISSION OF TENDER DOCUMENT	03.10.2019 Time 03.00 PM
C	DATE AND TIME FOR OPENING OF : i. Technical Bids	03.10.2019 Time 03.30 PM
	ii. Financial Bids of eligible Tender after scrutiny through Technical Bid	03.10.2019 Time 04.30 PM
D	DATE FOR COMMENCEMENT OF DEPLOYMENT OF REQUIRED MANPOWER BY THE SUCCESSFUL SERVICE PROVIDER	16.10.2019

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The Principal, Government Polytechnic, Mahisapat, Dhenkanal-759001 requires the service of reputed, well established and financially sound manpower service provider to provide services of Data Entry Operator, Watchman-cum-Gardener(Male), Attendant-cum-Sweeper(Male/Female), Matron(Lady) and Librarian to the Govt. Polytechnic, Dhenkanal on contractual basis for day to day official work of the institute including academic, administrative, hostel, Campus beautification and other essential activities.

1. The Contract for providing aforesaid manpower is likely to commence from **Dt.16.10.2019** and would continue till **Dt.30.09.2020**. The period of contract may be further extended beyond Dt.30.09.2020 provided the requirement of the institute for manpower through outsourcing persists at that time or may be curtailed/ terminated before Dt.30.09.2020 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of variation in the institute's requirements. The authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected provider.
2. The process of deployment shall be regulated on contract basis with consolidated remuneration by the terms and conditions of finance department circular **No. 49134(255) dated 29.11.2010 & No. 11835 dated 31.03.2018**.
3. The tenderer should have valid GST registration Number / EPF / ESI / VAT / PAN/ GIR / IT return filed for last three financial years.
4. This institute has tentative requirement for Data Entry Operator, Data Entry Operator, Watchman-cum-Gardener, Attendant-cum-Sweeper (Male/ Female), Matron (Lady) and Librarian. The requirement may increase/decrease in any/all the categories.

5. The estimated tentative cost of the contract is **Rs.1359120/-**(Rupees Thirteen lakhs Fiftynine thousand One hundred twenty) only excluding service charges, EPF & ESI. The details are given below:

Sl. No.	Category	Contract Remuneration per Month (Rs.)	Total Months	Quantity of Manpower in Nos.	Total (Rs.)
i	DEO	8880	12	02	213120/-
ii	Watchman-cum-Gardener (Male)	8070	12	03	290520/-
iii	Attendant-cum-Sweeper (Male/Female)	8070	12	07	677880/-
iv	Matron(Lady)	8880	10	01	88800/-
v	Librarian	8880	10	01	88800/-
GRAND TOTAL					1359120/-

6. The interested manpower service provider may submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of **Rs.14000/-** (Rupees Fourteen Thousand) only in shape of Account payee Demand Draft in favour of Principal, Govt. Polytechnic, Dhenkanal and other requisite documents by **Dt.03.10.2019 at 03.00 PM** at Govt. Polytechnic, Dhenkanal through Speed Post/Registered Post/Courier only. No tender document will be accepted if it reaches the office of the undersigned through post beyond 03.00 PM.
7. The various crucial dates relating to Tender for providing manpower services to Govt. Polytechnic, Dhenkanal are cited as under:
- | | | |
|------|--|-----------------------------|
| i) | Date of issue of document in Website | 24.09.2019 |
| ii) | Date and time of submission of Tender Documents: (By only Speed post/Registered post /Courier) | Till 03.00 PM of 03.10.2019 |
| iii) | Date and time for opening of | |
| | a) Technical Bids | 03.10.2019 at 03.30 PM |
| | b) Financial bids of eligible bidders | 03.10.2019 at 04.30 PM |
| | c) Likely date of commencement of Deployment of required manpower | 16.10.2019 |

8. The tenders are invited under two bid systems i.e. Technical Bid and Financial bid. The interested agencies are advised to submit in two separate sealed envelopes superscribing **A. “Technical Bid for providing Manpower services”** and **B. “Financial Bid for providing Manpower services”**. Above both sealed envelopes should be kept in a third sealed envelope superscribing “Tender for providing manpower service”. The envelope not superscribed as above and in sealed will not be entertained.
9. The Earnest Money Deposit (EMD) of **Rs.1050/-** (Rupees One Thousand Fifty) only refundable(without interest) should be necessarily accompanied with the Technical Bid of the service provider in the form of account payee Demand Draft from any nationalized bank drawn in favour of **“Principal, Govt. Polytechnic, Dhenkanal”** failing which the tender shall be rejected summarily
10. The tendering Manpower service providers are required to enclose photo copies of the following documents duly attested along with the Technical Bid, failing which their bids should be summarily/ out rightly rejected:-
 - a) **Registration certificate of the applicant organization.**
 - b) **Copy of PAN/GIR card.**
 - c) **Copy of IT return filed for last three financial years.**
 - d) **Copies of EPF and ESI registration certificate having GSTIN number.**
 - e) **Balance sheet of accounts audited by Chartered Accountant for last 03 years.**
 - f) **Copy of GST registration certificate and GST returns.**
11. The conditional Bids shall not be considered and will be out rightly rejected in very first instance.
12. All entries in the tender form should be legible and filled clearly and all pages should be signed by the provider himself with full signature and seal. 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 technical bid and Financial bid form. In such cases the tender shall be summarily rejected.
13. The technical bids shall be opened on **at 03.30 PM on Dt.03.10.2019** in the institute in presence of the proprietors or representative of the manpower service providers, if any who wish to be present on the spot at that time duly authorized.
14. The financial Bid of only those tenders will be opened whose Technical bids are found suitable/successful. The financial Bids of successful tenders shall be

opened at **04.30 PM on Dt.03.10.2019** in the institute in presence of the proprietor or representatives of the manpower service provider, if any present on the spot at that time duly authorized.

- 15.** Principal, Govt. Polytechnic, Dhenkanal being the competent Authority reserves the right to annul all / any bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS OF THE TENDER

1. The tendering Manpower Service provider should fulfill the following technical specifications:-
 - a) The registered office or one of the branch office of the Manpower service providers should be located within Dhenkanal.
 - b) They should be registered with the appropriate registration authority
 - c) They should have at least three years of experience in providing manpower to any Government departments/institution of similar status. (Polytechnic / Engg. School / Engg. College / University)
 - d) They should have their own bank account
 - e) They must be registered under GST.
 - 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 Institute that may be required for providing manpower services) if required.
 - h) Minimum turn over requirement will be assessed by the committee of the institute which should not be less than 70 lakhs per annum, keeping in view the present contract
 - i) Similar execution of contracts during preceding three years.
 - j) The deployed manpower should be above 18 years of age. For Lady Matron whose age should be between 40 to 45 years.(Widow/Unmarried/Divorce only)
 - k) The minimum Educational qualification of manpower required by this Institute should be

Sl. No.	POST	QUALIFICATION
1.	DEO	MCA/Bachelor degree from recognized university with PGDCA/+2 with DEO certificate from reputed training institute.
2.	Watchman-cum-Gardener (Male)	VII(ME standard) pass with odia as subject
3.	Attendant-cum-Sweeper (Male/Female)	VII(ME standard) pass with odia as subject
4.	Matron(Lady)	Any Bachelor's degree from recognized University.
6.	Librarian	Diploma in Library Science/ Degree in Library Science

TECHNICAL BID

For providing Manpower Services to Govt. Polytechnic, Dhenkanal

1. Name of Tendering Manpower Service provider _____

2. Details of Earnest Money Deposit: DD No. _____
Dated _____ of Rs.14000/- drawn on Bank _____
3. Name of Proprietor/Partner/Director: _____
4. Full Address of Registered Office _____

Telephone No. _____
Mobile No. _____
E-mail Address _____
5. Full Address of Operating/ Branch Office at Dhenkanal _____

Telephone No. _____
Mob No. _____
E-mail Address _____
6. Name & Mobile No. of Authorized Officer/Person to Liaise with Field Office(s) _____

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

Telephone Number of Banker _____
8. PAN No. _____

- (Attach attested copy)
9. Service Tax Registration No.(GSTIN No.) _____
(Attach attested copy)
10. E.P.F. Registration No. _____
(Attach attested copy)
11. E.S.I. Registration No. _____
(Attach attested copy)
12. Registration/License No. under the contract labour (Regulation and Abolition) Act-1970.
13. Financial Turnover of the tendering Manpower Service Provider for the last three financial years by Chartered Accountant.

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

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 No. & Mob. No.	Manpower Service Provided		Amount of Contract (Rs. Lacs)	Duration of contract	
		Type of Manpower Provided	No		From	To

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

Date:
Place:

Signature of Proprietor/Service Provider
Full Name:
Seal:

DECLARATION

- I _____
Son/Daughter/Wife of Sri _____ Proprietor/ Service Provider, mentioned above, am competent to sign this declaration and execute this tender document:
- 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 fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of Proprietor/Service Provider
Full Name:
Seal:

FINANCIAL BID

For providing Manpower Services to Govt. Polytechnic, Dhenkanal

1. Name of Tendering Manpower Service Provider:
2. Rate per person per month:

Sl. No.	Manpower type	Monthly Rate per Person (Rs.)					
		Basic remuneration	EPF	ESI	Service charges	GST	Total
		(1)	(2)	(3)	(4)	(5)	(6)
1.	DEO	As per latest circular Notification of Govt. of Odisha	As per latest circular. Notification of Govt. of Odisha	As per latest circular. Notification of Govt. of Odisha	To be quoted	If applicable for Educational Institute	
2.	Watchman-cum-Gardener (Male)						
3.	Attendant-cum-Sweeper (Male/Female)						
4.	Matron(Lady)						
5.	Librarian						

3. Service charges offer @ Rs. _____
4. Any other charge to be mentioned _____

Date:
Place:

Signature of Proprietor/Service Provider
Full Name:
Seal:

NOTE:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. Service charges quoted in terms of % will not be accepted. It should be the amount INR.
3. Fraction of Rupees quoted will rounded up to nearest rupees.
4. The consolidated remuneration shall be paid per person per month as per Govt. of Odisha (Finance Deptt.) latest Notification.

TERMS AND CONDITIONS OF MANPOWER OUTSOURCING

GENERAL

1. The contract shall likely to commence from the date of placing of order for a maximum period of 360 days unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of man power deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on completion of stipulated date. Renewal of contract by the mutual consent of the manpower service provider and the authority for any more period shall be treated as new agreement.
3. The agreement may be renewed 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 right 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 Data Entry Operator, Watchman-cum-Gardener(Male), Attendant-cum-Sweeper (Male/Female), Matron(Lady) and Librarian. The requirement of manpower of the office may further increase or decrease marginally, during the period of initial contract and also the Bidders may 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 him 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 on 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 one month notice to the manpower service provider.
8. The persons deployed shall be required to report for work at the scheduled time at Govt. Polytechnic, Dhenkanal-759001 and perform his/her duty for 08 hours daily excluding lunch break. In case of Administrative exigency, he/she may be required to work beyond 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 manpower service provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the concerned officers of Govt. Polytechnic, Dhenkanal-759001 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 Govt. Polytechnic, Dhenkanal-759001 shall be that of the manpower service provider and the Principal, Govt. Polytechnic, Dhenkanal 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 fixed by Govt. from time to time and produce such evidence as may be required by the office concerned. The manpower provider must produce the deposit of EPF/ESI slip regularly of their people working at this institute of each month before submission of bill for release of monthly payment.

11. For all intents and purposes, the Manpower service provider shall be the "Employer" within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship with Govt. Polytechnic, Dhenkanal-759001.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Principal, Govt. Polytechnic, Dhenkanal 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 Govt. Polytechnic, Dhenkanal and an authorized representative of the manpower service provider, if so arises.
13. The Govt. Polytechnic, Dhenkanal 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 after expiry of the agreement.
14. 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 current 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 in other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at Govt. Polytechnic, Dhenkanal under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident Fund Authorities, Employees State Insurance corporation etc and a copy of registration to those effect should be submitted. The manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labours 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 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 in such cases.
19. The persons deployed by the manpower service provider should have clean track 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 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 person deployed.
21. Firms who have previously defaulted in execution of outsourcing contract on deployment of manpower with Govt. Polytechnic, Dhenkanal will not be considered under any circumstances.

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 consolidated amount in respect of the persons deployed in the office concerned. The office concerned shall have not liability in this regard.
24. The manpower service provider shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the Govt. Polytechnic, Dhenkanal 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 for time to time.
25. The manpower service provider shall maintain all statutory registers under the Law & shall produce the same, on demand, to Govt. Polytechnic, Dhenkanal, any other authority under law.
26. Any other instruction towards deduction from income received by Govt. from time to time will be strictly followed.
27. 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 Govt. Polytechnic, Dhenkanal will be entitled to get itself reimbursed out of the outstanding bills to the content of the loss or delegation of monetary terms.
28. The Agreement is liable to be terminated because of non performance deviation of terms and condition of contract, nonpayment 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 Principal, Govt. Polytechnic, Dhenkanal will have no liability towards nonpayment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the institute by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposits.
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 unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

FINANCIAL

30. The Technical bid should be accompanied with an Earnest Money Deposit(EMD) refundable without interest, of **Rs.14000/- (Rupees Fourteen Thousand)** only in the form of account payee Demand Draft drawn in favour of the Principal, Govt. Polytechnic, Dhenkanal Odisha-759001 payable at Dhenkanal failing which the tender shall be rejected out rightly.
31. The Earnest Money Deposit in respect of the agencies which do not qualify in the tender shall be returned to them without any interest within 30 days from the date of opening of the Bid.
32. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without assigning any reason.
33. Method for Evaluation of Financial BID.

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, it will be paid as per the Govt. norms, The comparison will be made only in respect of rate quoted against service charge in amount but not in percentage and other qualifying terms & conditions. The bidders quoting in percentage shall not be accepted. The lowest service charge should not be in violation of the amount to Finance Deptt. guidelines.

The Lowest rate quoted in respect of service charges will be awarded with the contract, if having found ethical and practicable. If the minimum rate quoted for service charge by different bidder found same the following method will be adopted for evaluation.

- I) If 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. Educational Institutions will be awarded the contract.
- II) In case of tie, If the years of experience become same, then the firm which has deployed the highest number of manpower in Govt. last three years in Govt. Educational Institutions of similar status shall be considered for award of contract for year 2019-20.
- III) In further case of tie, If the number of Manpower deployed on average of last three years into 2018-19 become same then the bidder having highest turnover during 2017-18 will be awarded the contract.
- IV) In case of tie, as per Clause-III above then the firm with highest years of experience in providing manpower on outsourcing basis to Govt. Engineering Colleges/Polytechnics /Govt. Engg. Schools during 2017-18 will be awarded the contract.
- V) In case of tie, as per Clause-IV above, then the contract will be awarded through lottery in presence of bidders.

34. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
35. The Manpower service provider shall furnish the bill in triplicate along with attendance sheet duly verified by the authorized officer of Govt. Polytechnic, Dhenkanal 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.
36. The claims in bills regarding Employees State Insurance Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of Govt. Polytechnic, Dhenkanal.
37. The amount of penalty calculated @ 100/- per day per person on account of delay, if any in providing a substitute for the period beyond three working days by the Manpower service provider shall be deducted from its monthly bills in the succeeding month.
38. In the event of any dispute arising in respect of the clauses for the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority 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 i.e. Dhenkanal.
40. The successful bidder will enter in to an agreement with Govt. Polytechnic, Dhenkanal for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions.
41. The Employer's share of contribution towards E.P.F. and E.S.I., G.S.T. (If applicable), and service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee. The manpower service provider shall deposit all statutory dues with the concerned authority and claim reimbursement of the same from the Govt. Polytechnic, Dhenkanal. Due 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 manpower service provider from the minimum take home remuneration of the employee and deposit the same with the concerned authorities.
43. The Authority reserves right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage.

DOCUEMNTS TO BE SUBMITTED WITH THE TECHNICAL BID

1. Application- Technical Bid duly filled in & signed
2. DD of **Rs. 1050.00** (Rupees One thousand fifty inclusive of GST) only towards cost of tender document downloaded from the web
3. DD of **Rs.14000/-** (Rupees Fourteen thousand) only towards Earnest Money Deposit.
4. Attested copy of registration of agency with appropriate authority.
5. Certified copy of the statement of Bank Account statement of agency for the last three financial years i.e. **2016-17, 2017-18 & 2018-19 by Chartered Accountant.**
6. Attested copy of PAN/GIS Card.
7. Attested copy of the latest IT returns filed by agency for the last three financial year s i.e. **2016-17, 2017-18 & 2018-19.**
8. Attested copy of Valid License issued by Labour Department, Govt. of Odisha
9. Attested copy of Valid License of Home Department, Govt. of Odisha
10. Attested copy of Valid ID G.S.T. Registration letter and returns of last quarter.
11. Attested copy of Valid E.P.F. Registration letter/certificate
12. Certified documents in support of the financial turnover of the agency.
13. Attested copy of documents issued by appropriate authorities regarding supply of manpower on outsourcing basis to Govt. Educational Institutions (Engineering Colleges/Polytechnics/ Engg. Schools/Universities) & successful execution of contract.
14. Copy of the terms and conditions in tender document in each page duly signed and sealed by the Proprietor/Service Provider as a token of their acceptance.
15. Attested copy of Valid E.S.I. Registration letter/Certificate
16. All pages of the tender documents submitted must be self attested
17. An affidavit (on original non judicial stamp paper worth Rs. 20/-) with the following clauses:
 - i) Our organization has not been black listed by any organization
 - ii) Our organization does not have any legal suit/Criminal case pending against it for violation of any law.
 - iii) Our Organization agrees to abide by all terms and condition of tender
 - iv) Not to sublet/associate/collaborate the work to third party agency.

N.B.: Failure of submit any of the above documents will lead to rejection of tender document.

**DOCUEMNTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER
AT THE TIME OF DEPLOYMENT OF MANPOWER
(ALONG WITH AGREEMENT)**

- 1. List of Manpower shortlisted by agency for deployment in Govt. Polytechnic, Dhenkanal containing full details of 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.**
- 5. Undertaking from deployed persons to perform assign duty satisfactorily.**
- 6. Agreement accepting Terms and Conditions of the Institute on Non-judicial stamp paper worth Rs.100.00 within 7 days from issue of the Contract order by the Institute (Annexure – I & II).**

AGREEMENT FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS

The Agreement is made on this..... day of.....between the Principal, Govt. Polytechnic, Dhenkanal, Odisha-759001 on behalf of Govt. of Odisha herein after referred to as the first party (Authority)

AND

M/S.....Represented by Sri.....herein after called the second party(Manpower Service Provider) which expression shall where the context so requires or admits, also include the successors or assignees f the other part.

Whereas, the “Authority” desires that the services of.....are required. In Govt. Polytechnic, Dhenkanal-759001.

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 Govt. Polytechnic, Dhenkanal-759001 in conformity with provisions of the Terms and conditions in tender document.
3. That the Authority hereby further agrees to pay the manpower service provider as per the contract price at the time and in the manner prescribed in the said Terms and condition
4. That in the event of any dispute that may arise it shall be settled as per the the Terms and condition of the tender
5. That this agreement is valid up to one year from the date of executing order by the service provider.
6. That the termination of this contract shall be effected due to any reason as per terms and condition of tender by either party with a prior notice of one month.

IN WITNESS WHEREOF the parties have caused their 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 Authority Sign on behalf of premises manpower the Service provider Authority).

Signature of the (An officer acting in For and on behalf of theAuthority)

IN THE PRESENCE OF WITNESS

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

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

TERMS AND CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from(date) and shall continue till(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, such documents furnished by it are 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 in time as per their nature of duty and shall work under the officer as may have been kept in charge of the office/Department/Hostel and would leave after completion of duty hours and remain beyond duty hour in exigency for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three 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 Govt. Polytechnic, Dhenkanal 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 Govt. Polytechnic, Dhenkanal or office concerned shall be that of the Manpower Service Provider and the Govt. Polytechnic, Dhenkanal 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 show such evidence as may be required by the Govt. Polytechnic, Dhenkanal or Office concerned.
11. For all intents and purpose/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 Govt. Polytechnic, Dhenkanal or Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The Govt. Polytechnic, Dhenkanal 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 Manpower Service Provider the deployed person can replace their grievance before a Joint Committee consisting of a representative of the Govt. Polytechnic, Dhenkanal or Office concerned and an Authorized representative of the Manpower Service Provider.
13. The Govt. Polytechnic, Dhenkanal 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 termination of this Agreement on its expiry or otherwise, the persons deployed by that, 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 Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all 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 contribution 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 Govt. Polytechnic, Dhenkanal 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 Govt. Polytechnic, Dhenkanal of Office concerned. The Govt. Polytechnic, Dhenkanal 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 Govt. Polytechnic, Dhenkanal of 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 Govt. Polytechnic, Dhenkanal 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 Govt. Polytechnic, Dhenkanal or Office concerned or any other authority under Law.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Govt. Polytechnic, Dhenkanal 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.
26. 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 Govt. Polytechnic, Dhenkanal or Office Concerned will have no liability towards non-payment of remuneration of the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Govt. Polytechnic, Dhenkanal or Office Concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

27. In case 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.
28. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by this Office in respect of the persons deployed and submit the same to the Principal, Govt. Polytechnic, Dhenkanal in the first week of the succeeding month.
29. 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.
30. 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.
31. 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.
32. 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.
33. The service provider successful tenderer shall have to deposit a performance security deposit of **Rs. 27000/-** (Rupees Twenty Seven Thousand)only in the form of Demand Draft (DD) drawn in favour of Principal, Govt. Polytechnic, Dhenkanal within 07 days from execute of agreement.

Seal & Signature of Bidder.

CHECK LIST

SL. NO.	DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID	YES/NO
1.	Filled in Format for Technical Offer (Annexure)	
2.	Non refundable Demand Draft for Rs. 1050.00 drawn in favour of 'Principal, Govt. Polytechnic, Dhenkanal payable at Dhenkanal, on any Nationalized Bank as Tender Fees.	
3.	Refundable Demand Draft for Rs.14000/- drawn in favour of 'Principal, Govt. Polytechnic, Dhenkanal payable at Dhenkanal, on any Nationalized Bank as EMD.	
4.	Self attested copy of firm/Company Registration certificates.	
5	Self attested copy of GST Registration certificate and GST return	
6	Self attested copy of firm/company PAN with last 3 year IT Returns(Assessment Year 2016-17,2017-18,2018-19)	
7	Self attested copy of valid labour license certificate under contract Labour (Regulations and Abolition) act, 1970	
8	Self attested copy of EPF Registration certificate with up to date payment (Last month payment copy enclosed) {Provide at least 50 Employee(Enclosed last month EPF, ECR copy)}	
9	Self attested copy of ESI Registration Certificate with up to date payment (Last month payment copy)	
10	Copy of Audited Balance sheet of firm/company last three years (Finance year 2016-17,2017-18,2018-19)	
11	Experience in providing manpower services to Govt. Institutions (Polytechnics/Engg. Schools/Colleges since last three years.	
12	Copy of Registered/ Branch/Project Office in the jurisdiction of Govt. Polytechnic, Dhenkanal at least functioning since last 2 years.	
13	The service provider have to submit the affidavit (on original stamp paper) with the following clauses: i. Our organization has not been black listed by any organization ii. Our organization does not have any legal suit/Criminal case pending against it for violation of any law. iii. Our Organization agrees to abide by all terms and condition of tender. iv. Not to sublet/associate/collaborate the work to third party agency.	
14	Duly signed of all pages of tender documents as acceptance	