


Industrial Training Institute

OFFICE OF THE PRINCIPAL:
GOVT. INDUSTRIAL TRAINING INSTITUTE, BARBIL
Website- www.itibarbil.co.in, E-mail-principaliti30@yahoo.com

Tender call Notice No 463 Date 30.03.2022

Tender Notice for award of contract for providing of services of manpower for a period of one year

Sealed tender are invited from reputed manpower agencies/ service providers to provide the services of manpower for a period of one year through a suitable placement agency on outsourcing basis for day to day official work.

The tender document is to be submitted along with a Demand Draft of Rs1000/- towards cost which is non-refundable drawn on any nationalized bank in favour of Principal, Govt ITI, Barbil payable at Barbil. Further the tender document should be accompanied with a refundable(without interest) Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees fifteen thousand only), in the shape of Demand Draft in favour of **Principal, Govt. Industrial Training Institute**, Barbil on any nationalized bank payable at Barbil

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the website www.itibarbil.co.in. The last date and time for submission of Tender document is 18.04.2022 by 05.00PM at Govt. ITI, Barbil, Station Road, Matkambeda, In front of Railway station Barbil, Keonjhar- 758036 by Regd. Post / Speed Post/ Courier only. The office shall not be held responsible for any postal/courier delay. No tender documents shall be received in person or by hand.


Principal
Industrial Training Institute
Barbil, Keonjhar

Memo No. 464 Dt. 30/03/2022

Copy submitted to the Collector & District Magistrate, Keonjhar for favour of kind information and necessary action.


Principal
Industrial Training Institute
Barbil, Keonjhar

Memo No. 465 Dt. 30/03/2022

Copy submitted to the Director, DTE&T, Odisha, Cuttack for favour of kind information and necessary action.


Principal
Industrial Training Institute
Barbil, Keonjhar

OFFICE OF THE PRINCIPAL:



GOVT. INDUSTRIAL TRAINING INSTITUTE, BARBIL

Website- www.itibarbil.co.in, E-mail-principaliti30@yahoo.com

TENDER DOCUMENT

For providing Services of Manpower to Govt. Industrial Training Institute, Barbil by a Private Manpower Service Provider

1	Cost of Tender Document	Rs. 1,000 (Rupees One Thousand Only) in the shape of D D
2	Period of issue of Tender Document	01.04.2022 onwards
3	Last Date and time for submission of Tender document	18.04.2022 (5.00 P.M.)
4	Date, Time and Place of opening of Tender (only Technical Bid)	19.04.2022 (11.00 A.M) in the Conference room of the Institute
5	Earnest Money Deposit (EMD)	Rs. 15,000/- (Rupees fifteen thousand only)
6	Security Deposit after award of work	Rs.70,000/- (Rupees seventy thousand Only)
7	Date and time for opening of Price /Financial Bid	20.04.2022 (11.00 A.M) in the Conference room of the Institute
8	Validity of tenders	90 days from the date of opening of tenders


Principal
Industrial Training Institute
Barbil, Keonjhar

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1	Scope of work and general Instruction for service bidders	01-02
2	Technical specifications for the service provider and the manpower to be deployed in the Office by the service provider	03-04
3	Tender Application – Technical Bid	05-06
4	Tender Application – Financial Bid	07
5	Terms and Conditions	08-12
6	Chronological order for arrangement of documents	13


Principal
Industrial Training Institute
Barbil, Keonjhar

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Industrial Training Institute, Barbil requires the services of reputed, well established and financially sound Manpower Service Provides to provide services of manpower on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 01.05.2022 and would continue till 30.04.2023. The period of the contract may be further extended beyond 30.04.2023 provided the requirement of this office for manpower persists at that time or may be curtailed/ terminated before 30.04.2023 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the office's requirements. The office, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Office has tentative requirement for 01 no. DEO, 1 no of Aasst. Librarian, 1 no. of Peon, 1 no. of Sweeper, 2 nos. of Watchman & 01 no. of Driver. The requirements may increase/decrease in any/all the categories.
4. The estimated cost of the contract is Rs.9, 00,000.00 (Nine lakh only)
5. The interested Manpower Service Providers may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees fifteen thousand only) and other requisite documents by 18.04.2022 up to 05.00PM at Govt. ITI, Barbil, Station Road, Matkambada, In front of Railway station Barbil, Keonjhar- 758036 by **Regd. Post / Speed Post** only. The office shall not be held responsible for any postal delay. No tender documents shall be received in person or by hand.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the Govt. Industrial Training Institute, Barbil" are cited as under:
 - (a) Period of issue of Tender Document: - 01.04.2022 onwards
 - (b) Date and time for submission of Tender Document: - 18.04.2022 (5.00 P.M.)
 - (c) Date and time for opening of:-
 - (i) Technical Bid: - 19.04.2022 (11.00 A.M)
 - (ii) Financial Bids of eligible Tenders and selection: - 20.04.2022 (11.00 A.M)
 - (d) Likely date for commencement of Deployment of required manpower: - 01.05.2022
7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to Industrial Training Institute, Barbil**" and "**financial Bid for Providing Manpower Services to Industrial Training Institute, Barbil**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Industrial Training Institute, Barbil**".
8. The Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees fifteen thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of **Principal, Govt. Industrial Training Institute, Barbil** failing which the tender shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit of Rs.70,000/- (Rupees Seventy thousand Only) in the form of **Bank Guarantee from any Nationalised Bank** drawn in favour Principal, Govt. Industrial Training Institute, Barbil covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be

accordingly renewed by the successful tenderer.

10. The tendering Manpower Service providers are required to enclose attested photocopies of the following documents, along with the Technical Bid, failing which their bids shall be summarily/ out right rejected and will not be considered any further:

(a) Registration certificate of the applicant organization.

(b) Copy of PAN card.

(c) Copy of the IT return filed for the last three financial years.

(d) Copies of EPF and ESI registration certificates along with the extracts of the bank account containing transaction during last three years as on 31.03.2021.

(e) Copy of the GST registration certificate.

(f) Copy of audited financial statement for the last three financial years (2018-19, 2019-20 and 2020-21).

(g) Copies of the work orders from Govt. agencies for providing manpower services during the last three financial years (2019-20, 2020- 21 and 2021-22).

11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

12. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached.

No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initiated by the person authorised to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time i.e. 19.04.2022 (11.00 A.M)., in the office conference room of Principal, Govt. Industrial Training Institute, Barbil, 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 bids shall be opened at 20.04.2022 (11.00 A.M.), in the office conference room of Principal, Govt. Industrial Training Institute, Barbil in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

15. The quoted rate shall not be less than the minimum wages fixed/ notified by the state Government of Odisha and shall include all statutory obligations. The service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the service of the personnel. The monthly bills will not be released until the service provider produces proof of up to date payment of EPF and ESI contribution.

16. The Principal, ITI Barbil reserves the right to accept/ reject or cancel any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The Tendering Manpower Service provider should fulfill the following technical specification.
 - a) The registered office of the manpower service provider should be located within Odisha.
 - b) The service provider for manpower should have at least five year experience in providing manpower services to (Central/State) Government / PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
 - c) The Manpower service provider should have own bank Account.
 - d) The Manpower service provider should be registered with service tax departments and should have valid Goods and Service tax registration Number.
 - e) The Manpower service provider should be registered with appropriate authorities under Employees provident fund and employees state insurance acts.
 - f) The Manpower Service provider should be registered with labour department, i.e. license under Contract labour (regulations and abolition) act 1970.
 - g) The service provider should be a financially sound party and his annual turnover should not be less than Rs 10, 00, 000/- (Rupees Ten lakh). Copy of audited financial statement for the last three financial years 2019-20, 2020-21 and 2021-22, should be attached.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER TO ITI BARBIL ON OUTSOURCING BASIS

1. She/ he should be of above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline. The Data Entry Operator should have a speed of 400 characters per minute in English and should be well conversant with computers and essentially well trained in Window, MS Office, internet and LAN function. Minimum experience of Two years as data entry operator is essential.
3. The minimum qualification for Office Attendant /Sweeper/Watchman/Matron should be 8 th pass. The Office Attendant should have minimum knowledge of reading and writing Odia & English.
4. Workshop Attendant/ Peon/Driver-cum-Mech should be 10th Pass
5. Astd. Librarian should be graduation in any discipline..

TECHNICAL BID

1. Name of Tendering Manpower Service Provider _____
2. (a) Details of Earnest Money Deposit: DD No. _____ Date _____ Rs. _____
_____ drawn on Bank. _____
(b) Details of cost of Tender paper D.D No _____ dt. _____ drawn on Bank Amount.
3. Name of proprietor/partner/director _____
4. Address of Registered Office _____
E-Mail _____ Address _____ Telephone No. _____
_____ Fax No. _____ Mobile No _____
5. Full address of operating/ Branch Office: _____
E-Mail Address _____ Address. _____ Telephone No. _____
_____ Fax No. _____
6. Name & Contact no. of Authorized officer/ person to liaison with field Office (s) _____
7. Banker of the Manpower Service Provider _____
8. Telephone Number of Banker: _____
9. PAN/GIR No.: _____
10. Service Tax Registration No.: _____
11. E.P.F Registration No.: _____
12. E.S.I, Registration No.: _____
13. Financial turnover of the tendering Service Provider

Financial year	Amounts (Rs. Lakh)	Remarks, if any
2019-2020		
2020-2021		
2021-2022		

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional information , if any
15. Give details of the major similar contract handled by the tendering Manpower Service Provider during the last two 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	Type of Manpower Provided	Nos.	Amount of contract Rs. Lakhs	Duration of contract	
					From	To

16. The annual return/e-return/ challan filed in ESI & EPF for last year up to march-2022 (attach attested copies).
17. Additional information if any (Attach separate sheet, if required)

Date:
Place: -

Signature of authorized person.
Full Name: Seal

DECLARATION

I _____ son/Daughter/ Wife of Shri
_____ proprietor/Director/ authorized
signatory of the service provider, mentioned above, am competent to sign this declaration and
execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

2. The information/documents furnished along with the above bid document are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing any false information/ fabricated document would lead to rejection of my/ our tender at any stage besides liabilities towards prosecution under appropriate law.

3. I / we have not been black listed by any (Central/State) Government/PSU Departments.

Date:

Signature of authorized person.

Place:

Full Name: Seal

Seal & Signature of Bidder.

FINANCIAL BID

For Providing Manpower to the Principal Govt. ITI Barbil (Keonjhar)

01. Name of tendering Manpower service provider:

02. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

Monthly rate per person (for a 30 days calendar month)								
Sl No	Manpower Type	Minimum take home Remuneration (Rs)	Employer EPF share (Rs)	Employer ESI share (Rs)	Other statutory dues if any (Rs)	Service Charges (Rs)	GST (Rs)	Total Per Persons (Rs)
1	Data Entry Operator	To be quoted as per latest circular/	To be quoted as per latest circular/	To be quoted as per latest circular/	To be quoted	To be quoted	To be quoted	
2	Astt. Librarian	Notification of Govt. of Odisha	Notification of Govt. of Odisha	Notification of Govt. of Odisha			If applicable for Educational Institution	
3	Sweeper							
4	Peon							
5	Watchman							
6	Matron							
7	Driver							
Grand Total (Rs)								

Note:

1. The agency must not quote their price below the daily wage price as per the state labor commission.
2. Bidder shouldn't quote commission charge/ Service charge as Nil/less than or equal to Rs.1.00 and also shouldn't quote any fraction of rupees.
3. Bidders have to quote for all the position under this tender and the bid with lowest evaluated monthly charge will be awarded with contract.
4. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower as certify by the authority.
5. The employee share of contribution towards EPF and ESI shall be deducted by the service provider from the minimum take home remuneration of the person engaged and deposit the same with appropriate authority. Proof of deposit of the same with the concerned authority must be furnished every month.

Date:

Signature of authorized person.

Place:

Full Name: Seal & Signature of Bidder

TERMS AND CONDITIONS GENERAL

1. The contract shall likely to commence from the date of placing of order for a period of one year 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 contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the service provider and the Principal ITI Barbil.
3. The contract 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 provider and the Principal ITI Barbil.
4. The service provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this to any other agency or organization.
5. The Principal ITI Barbil. at present, has tentative requirement of 01 no. data entry operators, 1 no Astd. Librarian, 1 no. Peon, 1 no. Sweeper, 2 nos. Watchman & 01 no. of Driver. The requirement of manpower may further increase or decrease, during the period of initial contract also and the tendered would have to provide additional manpower services, if required on the same terms and conditions.
6. The service provider will be bound by the details furnished by it to the Principal ITI Barbil. While submitting the tender or at any subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be seemed to be a breach of terms of contract making it liable for legal action besides termination of the contract.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the service provider.
8. The persons deployed shall be required to report for work as per the office time & shall work under the officer as may have been kept in charge of the office. In case the person deployed comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Principal ITI Barbil 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 ITI Barbil shall be that of the manpower provider and the ITI Barbil will in no way be liable. It will be the responsibility of the 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 Principal ITI Barbil.
11. For all intents and purposes, the service provider shall be “Employer” within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the service

provider shall not have any claim whatsoever like employer and employee relationship against the Principal ITI Barbil. There shall not be employer-employee relationship between ITI Barbil, Odisha and the persons deployed on outsourcing basis.

12. The manpower service provider shall be solely responsible for the redressed of grievances of resolution of disputes relating to persons deployed. The ITI Barbil shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the provider, the deployed persons can place their grievance before a joint committee consisting of a representative of the Principal ITI Barbil and an authorized representative of the service provider.

13. The ITI Barbil shall not be responsible for any financial loss or any injury/death of any person deployed by the service provider in the course of performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract or after expiry of the contract.

15. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the 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 or deployment with this office under the provision or rules and acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the service provider.

17. The service provider must be registered with the concerned Govt. Authorities, i.e. labor commissioner, provident fund authorities, employees state insurance corporation etc. and a copy of registration should be submitted. The service provider shall complete 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 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 reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The service provider shall be responsible for contribution towards provident fund and employees state insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the Principal ITI Barbil.

19. The persons deployed by the 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 Principal ITI Barbil. The service provider shall be responsible for any act of indiscipline by the persons deployed.

21. The service provider shall provide manpower in 1: 2 ratio against the requirement for which due selection procedure shall be made by the institution before engagement of the Manpower.

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 service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

23. The Manpower Service provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in ITI Barbil. The Principal ITI Barbil shall have no liability in this regard.

24. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to ITI Barbil 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 Principal ITI Barbil bi-monthly with the bill.

25. The service provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the Principal ITI Barbil or any other authority under law.

26. The tax deduction at source (TDS) shall be done as per the provisions of income tax act/rules as amended from time to time and a certificate to this effect shall be provided by the ITI Barbil.

27. In case, the service provider fails to comply with any liability under appropriate law and as a result thereof, the ITI Barbil is put to any loss/obligation monetary or otherwise ITI Barbil will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit the service provider, to the extent of the loss obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The ITI Barbil will have no liability towards nonpayment of remuneration to the persons employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the ITI Barbil by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

29. The financial bid should be accompanied with an earnest money deposit (EMD) of refundable without interest of Rs. 30,000/- (Rupees thirty thousand), only in the form of demand draft/pay order drawn in favor of “Principal ITI Barbil“ failing which the tender shall be rejected out rightly. The tenderer claiming exemption/ concession for EMD/

tender document fees has to submit copy of relevant document for providing Manpower service to avail such benefit.

30. The Earnest Money deposit in respect of the agencies which do not qualify the technical bid (first stage) financial bids (second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 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 performance security deposit of Rs 70,000/- (Rupees Seventy thousand only) in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal ITI Barbil covering the period of contract. In case the contract is further extended beyond the initial period, the bank Guarantee will have to be accordingly renewed by the bidder.

32. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the service provider shall be liable to be forfeited beside annulment of the Agreement.

33. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the service provider shall be liable to be forfeited beside annulment of the Agreement.

PAYMENT TERM

34. The service provider shall raise the bill, along with signature of all manpower and the certification by concerned officer as a proof that the payments to all have been made by contractor in the presence of concerned officer. On monthly basis, the contractor should submit the bill (in duplicate) along with photocopies of (wages and attendance) registers for that month as prescribed under minimum wages act, and authenticated proofs for payment of (EPF, ESI) with ECR & service tax dues in respect of all manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the subsequent month.

35. As far as possible the payment will be released by the 25th of the month.

36. The amount of penalty calculated @ 100 per day on account of delay, if any, in providing suitable substitute for the period beyond three working days by the 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 mention above so as to overcome the problem encountered at a later stage.

38. In the event of any dispute arising in respect of the agreement of 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 Barbil .

40. The successful bidder will enter in to an agreement with the ITI Barbil for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

MANDATORY DOCUMENTS TO BE PROVIDED

01. Technical Bid and Financial bids to be submitted separately.
02. Self attested copy of registration certificate of agency:
03. Self attested copy of PAN Card
04. Self attested copy IT return of last assessment year filed by agency:
05. Self attested copy of Goods and Service Tax registration certificate:
06. Self attested copy of E.P.F. registration certificate with proof of payment up to 31.03.2022.
07. Self attested copy of E.S.I. registration certificate with proof of payment up to 31.03.2022.
08. Self attested copy of the Labour License, registration certificate under contract labour (Regulations and Abolition) Act, 1970.
09. Self attested copy of similar type of work Experience.
10. Certified documents in support of financial turn over for the last financial year.
11. Copy of the all pages in Tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Failures to submit any of the above documents will lead to rejection of the tender document.

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

01. List of Manpower to be provided by the agency for selection of manpower in the ratio 1:2 for deployment in ITI Barbil containing full details i.e. date of birth, marital status, address, education qualification etc.
02. Bio-data of all persons indicating the permanent, temporary address, colour photograph and cell phone number.
03. Undertaking from the persons concerned
04. Any other relevant document.

Seal & Signature of Bidder

AGREEMENT

This Agreement is made on this _____ day of between the Principal, Govt ITI, Barbil represented by _____, 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 _____, hereinafter called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “_____” are required in the Office of the Principal, Govt ITI, Barbil

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 finalised the rate as per the terms and conditions of the agreement to the “Manpower Service Provider”.

Seal & Signature of Bidder

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 “_____” in the Office of the Principal, Govt ITI, Barbilin 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 upto _____

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

Signature of the Contractor

Signed and delivered

Name/address of the Contractor

for and on behalf of Govt ITI, Barbil

In the presence of witness :-

Witness

Witness

1. Name_____

1. Name_____

Address_____

Address_____

2. Name_____

2. Name_____

Address_____

Address_____

Seal & Signature of Bidder

ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

01. 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 requirement.

02. The Agreement shall automatically expire on (_____)date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.

03. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/ modification, for an further specific period mutually agreed upon by the Manpower Service provider and Authority.

04. Manpower Service Provider shall not be allowed to transfer, assign, pledge of 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.

05. 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 of liable for legal action besides termination of the Agreement.

06. The Authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.

07. The persons deployed shall be required to report for work as per office time & shall work under the Officer as may have been kept in charge of the Office. 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.

08. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the ITI Barbil so that optimal services of the persons deployed could be availed without any disruption.

(a) The profile of Outsourcing personals to be deployed shall be submitted to ITI Barbil. The ability of the person concerned will be tested by our experts & successful candidates will be deployed by the agency.

(b) The persons deployed are entitled to avail one day weekly off. Further special leave of 12 days at the maximum during the period of engagement for one year will be allowed depending on the case. The leave will not be carried over to the next financial year and lapse on completion of the financial year.

(c) The persons deployed may be called upon on Sunday to attend duty for which they may avail any subsequent weekly day as weekly day of rest with due permission of concerned officer.

Seal & Signature of Bidder

09. The entire financial liability in respect of service deployed in the ITI Barbil shall be that of the Service Provider and the ITI Barbil will in no way be liable. It will be the responsibility of the 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 ITI Barbil.

10. For all intents and purposes, the Manpower's Service Provider shall be "Employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the ITI Barbil. There shall not be employer-employee relationship between ITI Barbil and the persons deployed on outsourcing basis.

11. The Service Provider shall be solely responsible for the redresses of grievance or resolution of disputes relating to persons deployed. The ITI Barbil 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 ITI Barbil and an authorized representative of the Service Provider.

12. The ITI Barbil shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in course of their performing the function/duties, or for payment towards any compensation.

13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the period of contract after expiry of the contract.

14. In case of termination of this contract on its expiry or otherwise, the persons deployed by service provider shall not be entitled to and shall have claim for any absorption in regular or in other capacity.

15. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision rules and Acts. Undertaking in the form of affidavit, from the person deployed to this effect shall be required to be submitted by the Service Provider.

16. The Service provider must be registered with the concerned Govt. Authorities, i.e. labour commissioner; provident fund Authority Employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider shall complete with all the entire legal requirement for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

Seal & Signature of Bidder

17. The 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 Service Provider. The Service Provider shall be responsible for contribution towards provident fund and Employees State Insurance, wherever applicable.

18. The persons deployed by the service should have good police records and no criminal case should be pending against them.

19. The person 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 ITI Barbil. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

20. The persons deployed shall during the course of their work to 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 service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

21. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in the ITI Barbil. The ITI Barbil shall have no liability in this regard.

22. The service provider shall also be liable for depositing ass taxes, levies, cess etc. on account of service rendered by it to the ITI Barbil 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 ITI Barbil.

23. The service provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of ITI Barbil or any other authority under law.

24. The tax deduction at source (TDS) shall be done as per the provisions of income tax act/Rules as amended, from time to time and a certificate to this effect shall be provided by ITI Barbil.

25. In case, the Service Provider fails to comply with any liability under appropriate law and as a result there of, the ITI Barbil is put ,to any loss/obligation monetary or otherwise, the ITI Barbil will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Service Provider, to the extent of the loss or Delegation in monetary terms.

Seal & Signature of Bidder

26. The agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and nonpayment of statutory dues. The ITI Barbil will have no liability towards nonpayment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the ITI Barbil by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.

27. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Service Provider shall be liable to be forfeited beside annulment of the Agreement.

28. The Manpower Service Provider shall raise the bill, along with signature of all Manpower and certificate by concerned officer as a proof that payments to all have been made by contractor in the presence of concerned Officer. On monthly basis, the contractor should submit the bill (in triplicate) along with photocopies of (Wages and attendance) register for that month as prescribed under minimum wages Act, and authenticated proofs for payment of (EPF,ESI) with ECR & Service Tax in respect to all Manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the month.

29. As far as possible the payment will be released by the 25th of the Succeeding month.

30. The amount of penalty calculated @ 100 per day on account of delay, 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.

31. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the provision encountered at a later stage.

32. In the event of any dispute arising in respect of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling office for his decision and the same shall be binding on all parties.

33. All disputes shall be under the jurisdiction of Barbil only

Seal & Signature of Bidder