

OFFICE OF THE PRINCIPAL GOVT. ITI, KOTPAD

At-Kotpad Town, Near Adarsh Vidyalaya Kotpad-764058

DIST - KORAPUT

Tender call Notice No.:- 296

Date. 30.05.2018

Seal Tenders are invited from reputed man power agency /service providers to provide the service manpower outsourcing basic for day by day official work of Govt. ITI, Kotpad.

The under document shall only be downloaded from the official website www.govtitikotpad.co.in / www.dtetodisha.gov.in / www.koraput.nic.in/ and submit within 18.06.2018 till 5.00pm along with relevant required documents. The sealed tenders will open 19.06.2018 at 11.00am in the principal chamber of the institute on presense of the purchase committee. The venders of their authorized representative can attend the same meeting.

Tender should be accompanied by refundable Earnest Money Deposit (EMD) OF Rs.1000 (Rupees One thousand only) only in shape of Demand Draft in favour of Principal ITI Kotpad on any Nationalization Bank payable at Kotpad. Tender claiming exemption / concession for EMD / tender document fee has to submit copy of relevant documents for providing Manpower service to avail such benefit.

The last date of receipt of tender document is 18.06.2018 up to 5.00 pm at Principal, GOVT. ITI, Kotpad, Pin No. - 764058 by Registered Post/Speed post only. The Principal shall not held responsible for any postal delay. No tender shall be received in person or by hand.

The undersigned reserves the right to accept or reject or cancel any all or bids without assigning any reason thereof



**Principal
GOVT. ITI, KOTPAD**

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. Principal, Govt. ITI, Kotpad requires the service of reputed well established and financially sound manpower service providers to provide Manpower service on outsourcing basic for work at Govt. ITI and its Hostel and other works assigned to them from time to time.
2. The contract from providing the aforesaid manpower is for the period of **one year** contract and may be extended further one year subject to satisfactory of service as per recruitment. The contract can be terminated before end of contract period owing to insufficiency in service or substandard quality of manpower deployed by the selected service provider. The undersigned however reserves the right to terminate this initial contract at any time after giving one month notice to the selected service provider.
3. The institute has tentative requirement of 07 no of Class IV staff (Including watchman, peon, sweeper, security person and Data entry operator).
4. The requirement may increase/decrease at any time as per feasible.
5. The manpower service providers may submit the tenders document filled in all respect along with earnest money (EMD) of Rs1000/- (Rupees one thousand only) only and other requisite documents on or before 18/06/2018 at 5.00pm in the office of the Principal Govt. ITI, Kotpad At. Kotpad by Registered post/speed post only.

The bidder should download the tender document from website www.govtitikotpad.co.in/ www.dtetodisha.gov.in/

The various dates relating to Tender providing manpower Service to the govt. ITI, Kotpad is cited as under.

- a. Period of downloading of Tender documents: from 30.05.2018 onwards.
 - b. Date for submission of Tender documents: from 30.05.2018 to 18.06.2018 up to 5.00pm (By Regd. post / Speed post).
 - c. Date and time opening of : 19.06.2018 at 11.00am
 - d. Technical Bids : on 19.06.2018 at 11.30am
 - e. Financial Bids eligible Bidders : on 19.06.2018 at 12.01pm
6. The tender envelopes should be superscripted " Tender for providing manpower services to GOVT. ITI, Kotpad " and its must be sealed.
 7. The Earnest Money deposit (EMD) Rs1000/- (Rupees one thousand only) refundable (without interest) should be necessarily accompanied with the Technical Bid of the service provider in the form of demand draft / pay order drawn in favour of principal, Govt. ITI, Kotpad failing which the tender shall be rejected.
 8. The successful tender will have to deposit a performance security of Rs 50,000 (Rupees Fifty Thousands) only i.e. approximately one month salary of all employees in the form of bank Guarantee from any Nationalized Bank in favour of the Principal ITI, Kotpad covering the period of contract. In case the contract is further extended beyond the initial period the bank guarantee will have to renew accordingly by the Bidder.
 9. Conditional shall not be considered and will be out rightly rejected.



10. All entries in the tender form should be visible and filled clearly. If space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No over writing and 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.
11. The technical Bids shall be opened on the schedule date and time, in the chamber of the Principal, Govt. ITI, Kotpad in presence of the authorized representative of the manpower service providers, if any, who wish to be present on the spot at the time.
12. The Principal of Govt. ITI, Kotpad 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 full fill the following posts.
 - a. The Registered office of the manpower service provider should be located within Odisha.
 - b. The service provider of such manpower should have experience in providing manpower service to (Central /state) Government / PSU Departments. Proof of the successful execution of work form 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 the valid GST registration number.
 - e. The manpower service provider should be registered with the 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 financial sound party and his annual turn over should not be less than Rs.1, 00, 000/-(Rupees one lakh). Copy of Audited financial statement for the financial year 2015-16, 2016-2017 & 2017-18 should be attached (duly counter sign by Chartered Accountant).



TECHNICAL REQUIRMENTS OF MANPOWER TO BE DEPLOYED BY THE SUCESSFUL MANPOWER SERVICE PROVIDER IN GOVT ITI,KOTPAD ON OUTSOURCING BASICS.

1. She/ He should be above 18 years of age and not exceeding 40 years.
2. The Data Entry Operator should have a speed of 400 characters per minute in English and should be well conversant with computers and essentially well trained in MS Office, internet and LAN function.
3. The educational qualification, Designation & Experience are mentioned below.

Sl. No.	Designation	Qualification	Experience	No. Of requirement (Approx.)
1	Peon/attendant	8 th /10 th Standard	Working experience in relevant field.	02
2	Sweeper	8 th /10 th standard	Working experience in relevant field.	01
3	Watchman /security person	8 th /10 th standard	Working experience in relevant field.	03
4	Data Entry Operator	GRADUATE	Minimum 03 years working experience in relevant field	01



TECHNICAL BID

1. Name of the Tendering Manpower service Provider _____
2. Details of earnest money deposit: DD No _____ date _____
Rs _____ drawn on Bank _____
3. Name of the proprietor/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 and telephone 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. GST Registration No.: _____
11. E.P.F Registration No.: _____
12. E.S.I Registration No.: _____
13. Financial turnover of the tendering Service Provider

Financial Year	Amount (Rs.Lakh)	Remarks, if any
2015-16		
2016-17		
2017-18		

(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 last year up to march, 2017 (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

Shri _____ Proprietor/Director/authorized signatory of
the service provider, mentioned above, a competent to sign this declaration and execute this
tender document.

1. I have carefully read and understand all the terms and conditions of the tender and
undertake to abide by them.
2. The information/documents furnished along with the above bid documents are true and
authentic to the best of my knowledge and belief, I/we, am/are well aware of the that
furnishing any false information/fabricated document would lead to rejection of my/our
tender at any stage besides liability towards prosecution under appreciate law.
3. I/we have not been black listed by any (central/state) Government/PSU Departments.

Date:

Place:

Signature of authorized person

Full name:

Seal

Seal & Signature of Bidder.



FINANCIAL BID

For providing to manpower service provider got. ITI. Kotpad

1. Name of the tendering manpower service provider:
2. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

S L N O	Man power type	Monthly Rte. per person						
		Home take Remuna ration (Rs)	Employer EPF share as applicable	Employer ESI share as applicable	Other Statutory dues if any (RS.)	Service charge s (Rs.)	GST (Rs.)	Total per person
1	2	3	4	5	6	7	8	9
1	Peon/Attendant							
2	Sweeper							
3	Watchman/ Security Person							
4	Data Entry Operator							

Notes:- The minimum home take remuneration per person for Peon /Attendant /sweeper / watchman / Security person Rs. 6000/- (Six thousand) and Data entry operator should be Rs.7000/- (Seven thousand) approximately.

Date:

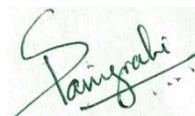
Place:

Signature of authorized person

(Full Name)

Seal

Seal & Signature of Bidder



TERMS AND CONDITION

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 inefficiency of service, sub Standard quality of man power deployed, breach of contract etc. or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extend further or manual consent of the service provider and the Principal, GOVT. ITI, Kotpad.
3. The contract may be extended on the same terms and conditions or some with additional/deletion/modification, for a further specific period manually agreed upon by the manpower provided and the GOVT, ITI, Kotpad.
4. The service provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liability under this farm to any other agency or organization.
5. The service provider will be bound by the details furnished by it to the Govt. ITI, Kotpad while submitting the tender or at any subsequence stage in case any of such documents furnished by it is found to be false at any stage it would deemed to be a breach of stream of contract making it liable for legal action besides termination of the contract.
6. The authority reserves to right to terminate the agreement during initial period also after giving one month notice to the service provider.
7. The person deployed shall be required to report for work at assigned time and 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 for the remuneration for one day will be made.
8. The service provider shall nominate a coordinator who shall be responsible for immediate Interaction with the Govt. ITI, Kotpad so that optimal service of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of Manpower service deployed in Govt. ITI , Kotpad shall be that of the manpower provider and the Govt. ITI , Kotpad will in no way to liable . It will be responsible of the service provider to pay to the person deployed a sum not less than the minimum home take remuneration quoted in the financial bid and show such evidence as may be required by the Govt. ITI, Kotpad.
10. For intents and purpose, 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 Govt. ITI, Kotpad. There shall not be employer-employee relationship between Govt., ITI, Kotpad and the person deployed on outsourcing basics.
11. The Govt. ITI, Kotpad 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 the payment towards any compensation.
12. 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 expiry of the contract.



13. In case of termination of the agreement of 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.
14. The person deployed shall not claim any benefit or compensation of absorption of regularization or deployment with this office under the provision of 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.
15. The service provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, provident fund Authorities, Employees State Insurance Corporation etc. and a copy of registration should be submitted. The service provider should complete with all the legal requirements for obtaining License under contract labour (Regulation and Abolition) Act 1970 if any, at his own part and cost.
16. 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 Employee state Insurance wherever applicable and the proof of such deposit shall be submitted as and when required by the Govt. ITI, Kotpad.
17. The persons deployed by the service provider should have good police records and no criminal case should be pending against them.
18. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of Govt. ITI, Kotpad. The service provider shall be responsible for any act of indiscipline by the persons deployed.

LEGAL

19. The person deployed shall during the courses of their work be 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 confidentially 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, the action for breach of contract.
20. 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 Govt. ITI, Kotpad shall have no liability in this regards.
21. The service provider shall also be liable for depositing all taxes, levies, cess etc. On account of service rendered by it to Govt. ITI, Kotpad to the concerned tax collection authorities, from time to time as per the rules and regulation on the matter, attested Xerox copies of such documents shall be furnished to the Govt. ITI, Kotpad.
22. The service provider shall maintain all statutory registers under the law and shall produce the same on demand on Govt. ITI, Kotpad or any other authority under law.
23. The tax deduction at source (TDS) shall be done as per the provisions of income Tax /Rules as amended from time to time and certificate to this effect shall be provided by the Govt. ITI, Kotpad.



24. In case the service provider fail to comply with any liability under appropriate law and as a result thereof, the Govt. ITI, Kotpad is put to any loss/obligation monetary or otherwise Govt. ITI, Kotpad will be entitled to get itself reimbursed out of the outstanding bill or on the performance deposit of the service provider, to the extent of the loss obligation in monetary terms.
25. The agreement is liable to be terminated because of non-performance, deviation of term and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The Govt. ITI, Kotpad will have no liability towards non-payment of remuneration to the person employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the Govt. ITI, Kotpad by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security deposit.

FINANCIAL

26. The final bid should be accompanied with an Earnest money Deposited (EMD) of refundable without interest of Rs only in the form of demand draft/ pay order drawn in favour of Principal Govt. ITI, Kotpad failing which the tender shall be rejected out rightly. The Tendered claiming exemption/concession for EMD/Tender document fees has to submit copy of relevant document for providing manpower service to avail such benefit.
27. The Earnest money deposit in respect of the agencies which do not qualify the Technical bid (First stage) / Final Bid (Second Competitive stage) shall be returned to them without any interest. In case successful tendered if the agencies fail to deploy the required manpower against the initial requirement within 15 days from date of placing the order of EMD shall stand forfeited without giving any further notice.
28. The successful tendered will have to deposit a performance security Deposit of Rs only in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal Govt. ITI, Kotpad 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.
29. In case of breach of any terms and conditions attached to the agreement, the performance security deposit by the service provider shall be liable to be forfeited beside annulment of the Agreement.

PAYMENT TERMS

30. 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 of the section. On monthly basics the contractor should submit the bill (in duplicate) along with photocopies of (wages and attendance) register for payment of (EPF, ESI) with ECR & GST dues in respect of all manpower's latest by 7th of the following monthly due certified by the concerned office for payment as per different tenders terms conditions the contractor shall submit the bill by 10th of the subsequent month.
31. As per as possible the payment will be released by the 25th of the month.
32. 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.



33. The authority services the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
34. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternately the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of Kotpad.
36. The successful bidder will enter into an agreement with the Principal, Govt. ITI, Kotpad for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

A handwritten signature in green ink, appearing to read 'Sainyabhi', is centered on the page. The signature is written in a cursive style with a horizontal line underneath.

MANDATORY DOCUMENTS TO BE PROVIDED

1. Technical Bid and Financial Bid to be submitted separately.
2. Self-attested copy of registration certificate of agency.
3. Self-attested copy of PAN/GIR card.
4. Self-attested copy of IT return of 2016-2017 assessment year filled by agency.
5. Self-attested copy of GST registration certificate.
6. Self-attested copy of E.P.F registration certificate with proof of payment up to 31.03.2017
7. Self-attested copy of ESI registration certificate with proof of payment up to 31.03.2017
8. Self-attested copy of the Labour License registration certificate under contract labour (Regulations and Abolition) Act.1970.
9. Self-attested copy of similar type of work experience for providing Peon Attendant, sweeper, Watchman/security Person, Data Entry Operator.
10. Certificate documents in support of financial turn over for the financial year 2015-16, 2016-17, & 2017-18 duly counter sign by C.A.
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

1. List of manpower to be provided by the agency for deployment in the Govt. ITI, Kotpad containing full details i. e Address, date of Birth, marital status, educational qualification, experience etc.
2. Bio data of all persons indicating the permanent, temporary address, colour photograph and cell phone number
3. Undertaking from the person concerned.
4. Any other relevant document.



AGREEMENT

The agreement is on this day of _____ between the principal Govt. ITI, Kotpad represented by sir _____ herein after referred to as the **"Authority"** which expression shall, where the context so requires or admits also includes its successor or assignees of the part

And

M/S _____ represented by Sri _____ herein after call the **"Manpower Service Provider"** which expression shall, whereas the authority context so requires or admits also include it successor or assignees of the other part

Whereas the **"Authority"** desire that the service of " _____ " are required in Govt. ITI, Kotpad/Office

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

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

Now this agreement witness as below:

That the Annexure containing the terms and conditions shall be deemed to form and to be read and construed as part of this agreement.

1. That in consideration of the payment to be made 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 Govt. I T I, Kotpad in conformity with the provisions of the terms and conditions.
2. That the Authority here by 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.
3. That he event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.

That the agreement is valid up to _____

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR respective common seal to be here into set their respective hands and seals on the day and year first written above.

Signature of the contractor

Signed and delivered

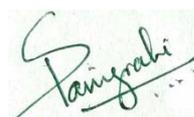
Name/ Address of the Contractor

For a behalf of Govt. ITI, Kotpad

In Presence of witness:-

1. Signature
Name & address

1. Signature
Name & address



ANNEXURE 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 to device sub slandered quality manpower deployed breach of contract etc. or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extend further on mutual consent of the service provider and the Principal, Govt. ITI, Kotpad.
3. The contract may be extended on the same terms and conditions or with some additional/deletion/modification, for a further specific period mutually agreed upon by the manpower provider and the Govt. ITI, Kotpad.
4. The service provider shall not be allowed of transfer, assign, pledge or subcontract its rights and liability under this form to any other agency or organization.
5. The service provider will be bound by the details furnished by it to the Govt. ITI, Kotpad 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 deemed to be a breach of stream of contract making it liable for legal action besides termination of contract.
6. The authority reserves to right to terminate the agreement during initial period also after giving one month notice the service provider.
7. The person deployed shall be required to report for work at assigned time and 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 for the remuneration for one day will be made.
8. The service provider shall nominate a coordinator who shall be responsible for immediate interaction for the Govt. ITI, Kotpad, so that optimal service the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in Govt. ITI, Kotpad shall be that of the manpower provider and the Govt. ITI, Kotpad will in no way be liable. It will be responsibility of the service provider to pay to the person deployed a sum not less than the minimum home take home remuneration quoted in the financial bid and shoe such evidence as may be required by the Govt. ITI, Kotpad.
10. For all intents and purpose, 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 Govt. ITI, Kotpad. There shall not be employer-employee relationship between Govt. ITI, Kotpad and the person deployed on outstanding basics.
11. The Govt. ITI, Kotpad shall not be responsible for any financial loss or any injury/death of any persons deployed by the service provider in the course of performing the functions/ duties or for payment towards any compensation.
12. The person 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 of expiry of the contract.
13. In case of termination of the 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.



14. The person deployed shall not claim any benefit or compensation of absorption of regularization or deployment with this office under the provision and 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.
15. The service provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner; provident fund Authorities, Employees state Insurance Corporation etc. and a copy of registration should be submitted. The service provider should complete with all the legal requirements for obtaining License under contract Labour (Regulation and Abolition) Act 1970 if any, his own part and cost.
16. 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 over lapping period of the substitute shall be the responsibility of the service provider. The service provider shall be responsible for contribution towards provident fund and Employee State Insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the Govt. ITI, Kotpad.
17. The persons deployed by the service provider should have good police records and no criminal should be pending against them.
18. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of Govt. ITI, Kotpad. The service provider shall be responsible for any act of indiscipline by the persons deployed.
19. The service provider shall be solely responsible for the redresses of grievances of resolution of disputes relating the persons deployed. The Govt. ITI, Kotpad shall, in no way be responsible for settlement of such issue whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of Govt. ITI, Kotpad and an authorized representative of the service provider.
20. The persons deployed shall during the courses 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 law besides, the action for breach of contract.
21. The manpower service provider shall be responsible for compliance of all statutory provisions relating wages as payable to different types of workers in respect of the persons deployed by it in Govt. ITI, Kotpad shall have no liability in this regards.
22. The service provider shall also be liable for depositing all taxes, levies, cess etc. On account of service rendered by it to Govt. ITI, Kotpad to the concerned tax collections 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. ITI, Kotpad.



23. The service provider shall maintain all statutory registers under the law and shall produce the same on demand to the Govt. ITI, Kotpad or any other authority under law.
24. The Tax deduction at source (TDS) shall be done as per the provisions of Income Tax/Rules as amended from time to time and certificate to this effect shall be provided by the Govt. ITI, Kotpad.
25. In case the service provider fails to comply with any liability under applicable law and as a result thereof, the Govt. ITI, Kotpad is put to any loss/ obligation monetary or otherwise Govt. ITI, Kotpad will be entitled to get itself reimbursed out of the outstanding bill or the performance deposit of the service provider, to the extent of the loss obligation in monetary terms.
26. The agreement is liable to be terminated because of non-performance, deviation of term and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The Govt. ITI, Kotpad will have no liability towards non-payment of remuneration to the person employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the Govt. ITI, Kotpad 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 the agreement, the performance security deposit by the service provider shall be liable to be forfeited besides annulment of the agreement.
28. 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 of the section. On monthly basis the contractor should submit the bill (in duplicate) along with photocopies of (wages and attendance) registers for payment of (EPF ESI) with ECR & GST dues in respect of all manpower's latest by 7th of the following duly certified by the concerned office for payment as per the different tenders terms and conditions the contractor shall submit the bill by 10th of the subsequent month.
29. As far as possible the payment will be released by the 25th of the month.
30. 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.
31. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
32. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer of his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of Kotpad.

