



OFFICE OF THE PRINCIPAL  
GOVERNMENT POLYTECHNIC, KORAPUT

-RONDAPALLI POST-AMBAGUDA DIST-KORAPUT, ODISHA, PIN-764055

Ph. No. 06854-246777, E-Mail-principalgpkoraput@gmail.com



Tender Call Notice No 224 date 10/02/2020

Sealed Tender are invited from reputed registered Manpower Agencies/Service Providers to provide the services of Manpower on outsourcing basis for day to day official works of Office of the Principal Government Polytechnic, Koraput.

The cost of the tender documents is Rs.1000/- (non refundable ) only which will be deposited in shape of Demand Draft drawn on any Nationalized Bank in favour of Principal Government Polytechnic, Koraput. Payable at Jeypore SBI Bazar Branch (Odisha). The tender document shall only be downloaded from Koraput district portal ([www.Govtpolytechnickoraput.org](http://www.Govtpolytechnickoraput.org)) & submitted within the due date along with the cost of tender document.

Tender should be accompanied by refundable Earnest Money Deposit (EMD) of Rs.23500/-(Rupees Twenty Three thousand Five hundred only) in the shape of Demand Draft drawn in favour of Government Polytechnic, Koraput. On any Nationalized Bank payable at Jeypore SBI Bazar Branch (Odisha). Tender claiming exemption/concession for EMD/tender document fees has to submit copy of relevant documents for providing manpower service to avail such benefit.

The last date of receipt of tender document is 26.02.2020 at office of the Principal, At-Rondapalli, Po-Ambaguda, Dist-Koraput-764055 by Regd. Post/Speed post only. The Principal shall not be 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 or all bids without assigning reason thereof.

  
PRINCIPAL  
Government Polytechnic koraput



## SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. Government Polytechnic, Koraput requires the services of reputed, registered & well established and financially sound Manpower Service Providers to provide Manpower services on outsourcing basis for Government Polytechnic, Koraput. Works of this Institute assigned to them.
2. The contract for providing the aforesaid manpower is for one year. The period of the contract may further be extended beyond one year subject to requirement of Government Polytechnic, Koraput & satisfactory performance of the agency. The contract may be curtailed, Terminated before end of contract period owing to Insufficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in Government Polytechnic, Koraput requirements or change of Odisha Govt. outsourcing Rules. The Principal Government Polytechnic, Koraput however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.
3. The Government Polytechnic, Koraput has tentative requirement of 02 Number of Data Entry Operator, 05 Numbers of Watchman, 04 Number of Peon cum Attendants, 02 nos. of Sweepers, 02 nos of Hostel Attendants (Lady for Girl's Hostel), Driver-Cum-Mech-01
4. Job Description of the following post:
  - (i) **Data Entry Operator**:-To provide support in the day to day activities for smooth running of the office works, maintaining Biometric Attendance, uploading online portals like NCVT, SCTEVT, SAMS, Vidyarthi and generating reports of data base and all typing of official letters etc.
  - (ii) **Driver-Cum-Mech** :- The person engaged shall have valid Driving License issued by the Competent Authority to drive the Institute Bus as when required to outside/Inside official journey of the students & he will also know the maintenance of the Bus .
  - (iii) Group- D all posts minimum qualification 8<sup>th</sup>
5. The requirement may increase/decrease at any time.
6. The interested Manpower Service Providers may submit the tender document filled in all respect along with Earnest Money Deposit (EMD) of **Rs.23500/- (Rupees Twenty Three thousand Five hundred only)** only and other requisite documents on or before **25.02.2020** in the Office of The Principal, Government Polytechnic, Koraput At-Rondapalli, Po-Ambaguda, Dist-Koraput-764055 by Regd.Post/Speed post only.

The bidders should download the tender document from website [www.govtpolytechnickoraput.org](http://www.govtpolytechnickoraput.org) and enclose a Demand Draft of Rs.1000/- (non-refundable) towards the cost of tender drawn in favour of Principal, Government Polytechnic, Koraput payable at Jeypore SBI Bazar Branch. The Tender claiming exemption/concession for EMD/ Tender document fees has to submit copy of relevant document for providing manpower service to avail such benefit. The various dates relating to "Tender for Providing Manpower Services to the Principal, Government Polytechnic, Koraput are cited as under.

- a. Period of downloading of Tender documents: From **11.02.2020** onwards.
  - b. Date for submission of Tender documents: From **11.02.2020** to **26.02.2020** (By Regd. Post/Speed post only.)
  - c. Date and time for opening of:
    - i. Technical Bids: **27.02.2020 at 11 am**
    - ii. Financial Bids of eligible Bidders: **29.02.2020 at 11.00 am**
7. The tender envelopes should be superscripted "Tender for providing Manpower Services to Government Polytechnic, Koraput and it must be sealed.



8. The Earnest Money Deposit (EMD) Rs. ~~Rs.23500/-~~(Rupees Twenty Three thousand Five hundred only) 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 Government Polytechnic, Koraput Payable at Joypore SBI Bazar branch ,failing which the tender shall be rejected.
9. The successful Man Power agency (tenderer) will have to deposit a Performance Security of Rs.195600/-**(Rupees One Lakh Ninty Five thousand Six hundred)** only i.e. one month salary for sixteen number of employees) in the form of Bank Guarantee from any Nationalized Bank in favour of the **Principal Government Polytechnic, Koraput Payable at Joypore SBI Bazar Branch** covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful tender.
10. Conditional bids shall not be considered and will be out rightly rejected.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid must be initialed by the person authorized to sign the tender bids.
12. The Technical Bids shall be opened on the scheduled date and time, in the Chamber of Principal Government Polytechnic, Koraput in presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. The Principal Government Polytechnic, Koraput 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 providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- (a) Registration Certificate of the Applicant's Organization
- (b) Documentary proof of the registered office or one of the Branch offices of the Manpower Service Providers located in Jeypore/ Koraput Dist (Documentary proof required).
- (c) Documentary proof of 03 Years experience in providing manpower service to State Government / Central Government/ PSU on similar work.
- (d) Copy of the Bank Pass Book in the name of the Organization along with bank statement containing transactions made during 2016-17, 2017-18, 2018-19.
- (e) Copy of PAN/GIR card
- (f) Copy of the IT return filed for the last three financial years 2016-17, 2017-18, 2018-19.
- (g) Copy of valid Goods and Service Tax registration certificate and copies of returns filled by the firm as on 31/03/2019, 30/6/2019 & 31/12/2019.
- (h) Copies of EPF and ESI registration Certificates.
- (i) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of January/2019 to December'2019.
- (j) Copy of ESI return as on January'2019 & December/2019 and e-challan of ESI for the month of January/2019 to December' 2019.
- (k) The Manpower Service Provider should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act. 1970 (for supply of Manpower to different establishment) with up to date renewals.
- (l) The Service Provider should be a financially sound party and his annual turnover should not be less than Rs 40,00,000/- (Rupees Forty lakhs). Copy of audited financial statement for the financial year 2016-2017, 2017-18 & 2018-19 should be attached (Duly counter sign by Chartered Accountant).
- (m). Copy of contract on similar work (Data Entry/ Watchmen/Driver-Cum-Mech related works) worth of Rs.10.00 Lakhs in FY2016-17, 2017-18, 2018-19.
- (n) The Bidder should not have been black listed by any Govt. officials.
- (o) EMD as mentioned in Para-07 of the scope of work of the tender document in shape of Demand draft.
- (p) Demand Draft amounting to Rs. 1,000/- (Rupees One Thousand) towards purchase of tender paper (Non Refundable)(even if the Tender is cancelled).



- (q) Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.
- (r) Copies of proof of payment of monthly home take remuneration to the engaged outsourcing staff in different organization made by the bidder (Manpower Agency) through bank transfer to their respective savings bank accounts for the period from January'2019 to December'2019.
- (s) They should not have been black listed by any Govt. officials.

**The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Commercial Bid. Commercial Bid of the technically disqualified bides will not be opened.**

2. The conditional bid shall not be considered and will be out rightly rejected in very first instance.
3. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.
4. The Tender documents shall be opened on the scheduled date and time at 11AM on 26/02/2020 in the conference hall of Principal, Govt Polytechnic, Koraput in presence of the purchase committee members .
5. The Financial Bid of only those bidders will be opened whose Technical Bids are qualified & found in order.
6. The qualified Bidder shall sponsor the candidates with a ratio of 1:3 and the candidates will have to go for a Computer Skill test for DEO & Skill Test for Driver-Cum-Mechanic) and personnel interview for all Group D cadre to be conducted by the Principal, Govt Polytechnic ,Koraput or his authorized officer and the qualified candidates only shall be deployed.
7. The successful bidder will have to deposit a Performance Security deposit of **Rs.195600/- (Rupees One Lakh Ninty Five thousand Six hundred)** only i.e. one month salary for sixteen number of employees) in the form of Bank Guarantee from any Nationalized Bank in favour of the **Principal Government Polytechnic, Koraput Payable at Jeypore SBI Bazar** ie on or before of execution of the Agreement & Issue of Orders
8. The Principal, Govt Polytechnic, Koraput reserves the right to reject all OR any of the Bids without assigning any reasons thereof.



Page-5

**TECHNICAL REUIRMANT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL  
MANPOWER SERVICE PROVIDER IN GOVT. ITI, MATHILI ON OUTSOURCING BASIS**

1. She / he should be of above 18 years of age.

2. The Educational Qualification, Designation & Experience are mentioned below:

SI No	Designation	Qualification	Experience	No. Of Requirement
01	Data Entry Operator	Graduate with Computer Skill	Working experience in relevant field for 2 years	02
02	Driver-Cum-Mech	10 <sup>th</sup> Class with Valid license to Drive Gp,Koraput Bus	Working experience in relevant field for 2 years	01
03	Watchman (for Workshop & Hostel)	8 <sup>th</sup> standard	Working experience in relevant field	08
04	Peon (for Office)	8 <sup>th</sup> standard	Working experience in relevant field	01
05	Sweeper	8 <sup>th</sup> standard	Working experience in relevant field	02
06	Lady Attendant	8 <sup>th</sup> standard	Working experience in relevant field	01

**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 DD No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on Bank Amount \_\_\_\_\_
3. Name of Proprietor/Partner/Director \_\_\_\_\_
4. Address of Registered Office \_\_\_\_\_  
E-mail \_\_\_\_\_ Address \_\_\_\_\_ Telephone No \_\_\_\_\_  
FAX No. \_\_\_\_\_ Telephone No. \_\_\_\_\_
5. Full address of operating/Branch Office: \_\_\_\_\_  
E-mail Address \_\_\_\_\_ Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_
6. Name & telephone No. of Authorized office/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. Financial turnover of the tendering Service Provider

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

(if the space provided is insufficient, a separate sheet maybe 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 format.

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

SI 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/challan filed in ESI & EPF for last year March, 2019, June/2019, Sep/2019 & December/2019. (attach attested copies).

17. Additional 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, 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 documents 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.

Place:  
Place:

Signature of authorized person.  
Full name:  
Seal

Seal & Signature of Bidder.

## FINANCIAL BID

For providing to manpower service provider Government Polytechnic, Koraput at



1. Name of the Tendering Manpower Service Provider:-.....  
 .....
2. Rate per person per month (08hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	*Remuneration(Take Home)	Monthly rate per Employee					Total per Person
			Employer Share of EPF	Employer Share of ESI	Other Statutory dues(if any)	Service Charge	Goods & Service Tax	
1.	Data Entry Operator	8880						
2	Driver-Cum-Mech	8880						
3	Peon	8070						
4	Lady Attd	8070						
5	Sweeper	8070						

Date:...../...../20.....

Signature of the Authorized Person

Place:.....

Name:.....

Seal:.....

[\*] Remuneration mentioned above include the EPF &amp; ESI share of Employee

**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 in the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no of working days for which duty has been performed by each manpower.
3. Tender of the Bidder quoted less remuneration than the remuneration mentioned above will be rejected.
4. The Bidder has to submit the calculation sheet of EPF and ESI
5. EPF, ESI, Service Tax is to be calculated as per existing rules. Evaluation Committee of Principal, Govt Polytechnic ,Koraput is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, Other Taxes rate while determining the lowest-01(L1) bidder. In this regard the decision of Principal, Govt Polytechnic, Koraput is final and binding to the entire 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 inefficiency of service, substandard 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 Government Polytechnic, Koraput.
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 Government Polytechnic, Koraput
4. The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this 1' to any other agency or organization.
5. The Government Polytechnic, Koraput at present, has tentative requirement of 01 Number of Data Entry Operator, 08 Numbers of Watchman & 01 Number of Peon. The requirement of Manpower may further increase or decrease, during the period of initial contract also and the tenderer would have to provide additional Manpower Services, if required, on the same terms and conditions.
6. The Service Provider will be bound by the details furnished by it to the Principal Government Polytechnic, Koraput 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 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 &: 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 persons deployed shall avail holidays as prescribed in Govt. calendar. Their services can also be utilized in Govt. holidays also basing on requirement.
10. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Principal Government Polytechnic, Koraput so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in Government Polytechnic, Koraput shall be that of the Manpower Provider and the Principal Government Polytechnic, Koraput 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 Government Polytechnic, Koraput
12. 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 Government Polytechnic, Koraput. There shall not be employer-employee relationship between Government Polytechnic, Koraput and the persons deployed on outsourcing basis.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances of resolution of disputes relating to persons deployed. The Principal Government Polytechnic, Koraput 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 Service Provider, the deployed persons can place their grievance before a joint committee consisting of a representative of the Principal Government Polytechnic, Koraput and an Authorized representative of the Service Provider

14. The Principal Government Polytechnic, Koraput 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.
15. The persons deployed by the Service Provider shall not claim nor shall be entitled to any benefits and other facilities admissible to regular/confirmed employees during the contract period of the contract.
16. 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 any other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or 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.
18. 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.
19. 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 and the proof of such deposit shall be submitted as and when required by Principal Government Polytechnic, Koraput.
20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of Principal Government Polytechnic, Koraput. The Service Provider shall be responsible for any act of indiscipline by the persons deployed.
22. The Service Provider shall provide manpower in 1:10 ratio against the requirement for which due selection procedure shall be made by the Principal Government Polytechnic, Koraput before engagement of the manpower.

**LEGAL**

23. 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.
24. 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 Government Polytechnic, Koraput. The Principal Government Polytechnic, Koraput shall have no liability in this regard.
25. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it. to Principal Government Polytechnic, Koraput 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 Government Polytechnic, Koraput bi-monthly with the bill.
26. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Principal Government Polytechnic, Koraput or any other authority under law.
27. 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 Principal Government Polytechnic, Koraput.
28. In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Principal Government Polytechnic, Koraput is put to any loss/obligation monetary or otherwise Principal Government Polytechnic, Koraput 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 obligation in monetary terms.





20. 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 Principal Government Polytechnic, Koraput will have no liability towards non-payment 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 Principal Government Polytechnic, Koraput by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security Deposit,

#### FINANCIAL

30. The Earnest Money Deposit (EMD) Rs. **Rs.23500/-**(Rupees Twenty Three thousand Five hundred only) 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 Government Polytechnic, Koraput Payable at Jeypore SBI Bazar branch** ,failing which the tender shall be rejected
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage) /Financial Bid (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.
32. The successful bidder will have to deposit a Performance Security deposit of **Rs.195600/-**(Rupees One Lakh Ninty Five thousand Six hundred) only i.e. one month salary for sixteen number of employees) in the form of Bank Guarantee from any Nationalized Bank in favour of the **Principal Government Polytechnic, Koraput Payable at Jeypore SBI Bazar** ie on or before of execution of the Agreement & Issue of Orders
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 TERMS

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 of the section. 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 & GST 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 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 for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of JEYPORE/KORAPUT DISTRICT
40. The successful bidder will enter in to an agreement with the Principal Govt Polytechnic, Koraput for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application Form -Technical Bid
2. Registration certificate of the applicant's organization
3. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Jeypore/Koraput District.
4. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government/ PSU on similar work
5. Copy of Bank Pass Book in the name of the Organization along with Bank Statement containing transactions made during the year 2016-17,2017-18,2018-19
6. Copy of PAN/GIR Card.
7. Copy of the IT return filed for the last three financial years 2016-17, 2017-18, 2018-19.
8. Copy of valid Goods and Service Tax(GST) registration certificate and return as on 31/03/201 , 30/6/2019,30/09/2019 & December/2019
9. Copy of EPF and ESI registration certificates
10. Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of January/2019 to December'2019.
11. Copy of ESI return as on January'2019 & December/2019 and e-challan of ESI for the month of January/2019 to December' 2019
12. The Manpower Service Provider should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act. 1970 (for supply of Manpower to different establishment) with up to date renewals
13. Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 40.00 lakhs (enumerated in Para 8(l) of the Scope of Work of the tender document) in the FY 2016-17, 2017-18, 2018-19.
14. Copy of single contract on similar work (Data Entry Operator/Driver-Cum-Mech/Watchmen/Sweeper/Lady/Peon related works) worth Rs. 10.00 lakhs in FY2016-17, 2017-18, 2018-19(enumerated in Para 08(m) of the Scope of Work of the tender document).
14. Affidavit to the effect that the firm has not been black listed by any Govt. official.
15. EMD as mentioned in Para 07 of the Scope of Work of the tender document in shape of Demand Draft.
16. Demand Draft amounting to Rs. 1,000/- (non-refundable) towards tender paper cost downloaded from website.
17. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and condition of the Bid.
18. Copies of proof of payment of monthly home take remuneration to the engaged outsourcing staff in different organization made by the bidder (Manpower Agency) through bank transfer to their respective savings bank accounts for the period from January'2019 to December'2019



Page-13

**SUBMITTED BY THE SUCESSFUL AGENCY BEFORE DEPLOYMENT OF  
MANPOWER**

1. List of Manpower shortlisted by the agency for deployment in Principal, Govt Polytechnic ,Koraput along with their Full Name, Date of Birth, Age, Marital Status, Correspondence and Permanent Address, Educational Qualification, Professional Qualification, contact No., experience and etc.
2. Bio-data of all persons
3. Any other document considered relevant & mentioned in the Tender Call Notice.
4. Police verification report of the deployed outsourced staff.



This Agreement is made on this day of \_\_\_\_\_

Between

The Principal ITI, Mathili represented by Sri \_\_\_\_\_ herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_ herein after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successor or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in Govt. ITI, Mathili.

And whereas the "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 terms and conditions of the agreement to the "Manpower Service Provider".

**Now this agreement witness 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 Govt Polytechnic, Koraput in conformity with the provisions of the terms & 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 & conditions of the contract.

That this agreement is valid up to \_\_\_\_\_

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

Signature of the Contractor

Name/Address of the Contractor  
In the presence of witness:-

1. Signature:  
Name:  
Designation:  
Address:

Signed and delivered

For and behalf of Govt. Polytechnic, Koraput

1. Signature:  
Name:  
Designation:  
Address:

Seal and Signature of Bidder



## 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 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. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished 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.
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 & 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 education from 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 Principal Government Polytechnic, Koraput so that optimal services of the persons deployed could be availed without any disruption.
  - a. The profile of Data Entry Operator, Watchman, Peon to be deployed shall be submitted to Principal Government Polytechnic, Koraput. 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.
  - 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.
9. The entire financial liability in respect of services deployed in the Principal Government Polytechnic, Koraput shall be that of the Service Provider and Principal Government Polytechnic, Koraput will in no way be liable. It will be Deployed a sum not less than the minimum rate quoted in the financial bid and the responsibility of the Service Provider to pay to the person produce such evidence as may be required by the Principal Government Polytechnic, Koraput.
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 Principal Government Polytechnic, Koraput. There shall not be employer—employee relationship between Principal Government Polytechnic, Koraput and the persons deployed on outsourcing basis.
11. The Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The Principal Government Polytechnic, Koraput 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 Principal Government Polytechnic, Koraput and an authorized representative of the Service Provider.



1. The Principal Government Polytechnic, Koraput shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in course of the performing the functions/duties, for payment towards any compensation.
2. 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.
3. In case of termination of this contract 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.
4. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of 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.
5. 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 shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
- 17 The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to the 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 Provider should have good police records and no criminal case should be pending against them.
- 19 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 Principal Government Polytechnic, Koraput. 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 Principal Government Polytechnic, Koraput. The Principal Government Polytechnic, Koraput shall have no liability in this regard.
- 22 The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Principal Government Polytechnic, Koraput 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 Government Polytechnic, Koraput.
- 23 The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Principal Government Polytechnic, Koraput 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 Principal Government Polytechnic, Koraput.
- 25 In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Principal Government Polytechnic, Koraput is put to any loss/obligation monetary or otherwise, the Principal Government Polytechnic, Koraput 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.
- 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 Principal Government Polytechnic, Koraput will have no liability towards the non-payment 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 Government Polytechnic, Koraput by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.



- 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 signatures of all Manpower and certification 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) registers for that month as prescribed under minimum wages Act, and authenticated proofs for payment of (EPF, ESI) with ECR & GST 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, 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.
  - 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 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 office for his decision and the same shall be binding on all parties.
  - 33 All disputes shall be under the jurisdiction of JEYPORE/KORAPUT only.

PRINCIPAL  
Govt. Polytechnic Koraput