

TENDER DOCUMENT
FOR PROVIDING MANPOWER SERVICE
Tender No. 866 Dated: 14/10/2019
Government Polytechnic Kendrapara

OFFICE OF THE PRINCIPAL
GOVT. POLYTECHNIC KENDRAPARA
At/Post: CHATRA CHAKADA, Via: DERABISH, Pin: 754289 Dist: KENDRAPARA
Contact No: 06727-263300
E-mail- principalgpkendrapara@rediffmail.com

Tender document fee: Rs. 500.00

An Account Payee DD/Banker's Cheque of Rs.500.00 in favour of “Principal, Government Polytechnic Kendrapara” towards cost of tender payable at Kendrapara must be submitted along with tender paper.

BIDDER'S COVERING LETTER

To,

**The Principal,
GOVT. POLYTECHNIC KENDRAPARA.**

Ref: Tender no:-----

Madam/Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this. We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract. We agree to abide by this bid for a period of 30 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this..... Day of
(the month and year) Signature of Authorized Signatory

..... in capacity of

Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs.500/-

Crossed DD No.datedDrawn on
bank:..... Payable at Kendrapara.

**LETTER OF AUTHORIZATION FOR ATTENDING BID
OPENING**

Tender No:

To

The Principal,

GOVT. POLYTECHNIC KENDRAPARA

Dear Madam/Sir,

Subject: Authorization for attending bid opening on.(Date) in the
Tender for Manpower Services for the Govt. Polytechnic Kendrapara,
(Tender No:.....).....

Following person is hereby authorized to attend the bid opening for the tender mentioned above on
behalf of..... (Bidder)
in order of preference given below.

Name & Specimen Signature with Designation

Or

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

Note:

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

GOVERNMENT POLYTECHNIC KENDRAPARA

DERABISH, KENDRAPARA-754289

TENDER DOCUMENT

For providing Services of **Data Entry Operator, Lady Matron, Lady Attendant, Attendant (Male), Sweeper (Male/Female), Gardener, Driver-cum-Mechanic, Watchman, Plumber, Electrician and Part Time Guest Laboratory Assistant (PTGLA)** to the **Govt. Polytechnic Kendrapara** by registered, private manpower agencies / service providers.

Period of availability of Tender Document from the Website of Govt. Polytechnic Kendrapara	From 15.10.2019 (10:00 A.M.)
Date and time for submission of Tender documents	On or before 02.11.2019 by 5:00 PM
Date and time Opening of Documents: 1) Technical Bid 2) Financial Bid	1) Date - 04.11.2019 at 10.30 AM 2) Date- 04.11.2019 at 3.00 PM
Tentative date for commencement of Deployment of required manpower	19 th November 2019

N.B: Tender Documents must be submitted by Registered Post/Speed Post only so as to reach the Office of the Principal, Govt. Polytechnic Kendrapara, Via: Derabish, Kendrapara- 754289 as per the above date and time. Tender Documents received after 5.00 PM of 02.11.2019 will not be entertained. Documents submitted by hand/ in person will not be accepted.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Govt. Polytechnic Kendrapara requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of **Data Entry Operator, Lady Matron, Lady Attendant, Attendant (Male), Sweeper (Male/Female), Gardener, Driver-cum-Mechanic, Watchman, Plumber, Electrician and Part Time Guest Laboratory Assistant (PTGLA)** for Govt. Polytechnic Kendrapara on **need based** for a period of **one year** which is likely to be extended depending on the requirement, available of funds & satisfactory performance of persons.

2. The contract for providing the aforesaid manpower is likely to commence from **19th November 2019** (Tentative) and would continue till **18th November 2020**. The period of this contract may further be extended beyond November 2020 provided the requirement of manpower persists at that time along with satisfactory performance of the personnel provided by Service Provider. **The services may be curtailed/terminated before November 2020 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider** or because of change in the requirements of **Govt. Polytechnic Kendrapara**. However, **Govt. Polytechnic Kendrapara** reserves the right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.

3. The tentative requirement of manpower for the Govt. Polytechnic Kendrapara is as per the followings. The requirements may increase/decrease in any/all the categories.

Sl. No.	Nature of Manpower	Requirement	Category/Remarks
1	Data Entry Operator	02	Male/Female
2	Lady Matron	01	Female
3	Lady Attendant	01	Female
4	Attendant	05	Male
5	Sweeper	03	Male/Female
6	Driver-cum-Mechanic	01	Male
7	Watchman	05	Male
8	Plumber	01	Male
9	Electrician	01	Male
10	Gardener	01	Male
11	PTGLA (Civil, Mechanical, Electrical, ETC, Physics, Chemistry, Computer application, Workshop)	10	Male/Female

4. The tentative estimated cost of the contract is about Rs. 30,00,000/- (Rupees Thirty Lakhs) only per annum excluding service charges. The interested Manpower Service Providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD)** and other requisite documents by **02.11.2019** up to **5.00 PM** at **Govt. Polytechnic Kendrapara by Registered Post /Speed Post only**. The detailed information for outsourcing the service of aforesaid services is given in the Tender Document which may either be downloaded from the website <http://www.gpkendrapara.org>. Downloaded copy shall be attached along with a DD/ BD of **Rs. 500/- towards the cost of Tender paper**.

N.B:- For any addition/ deletion/ modification in the tender documents which may be done if necessary, interested bidders are advised to visit the Institution website.

5. The Important dates relating to "Tender for Providing Manpower Services to the Principal, Govt. Polytechnic Kendrapara" are cited as under.

Period of availability of Tender Document from the Website of Govt. Polytechnic Kendrapara	From 15.10.2019 (10:00 A.M.)
Date and time for submission of Tender documents	On or before 02.11.2019 by 5:00 PM
Date and time Opening of Documents: 1) Technical Bid 2) Financial Bid	1) Date - 04.11.2019 at 10.30 AM 2) Date- 04.11.2019 at 03.00 PM
Tentative date for commencement of Deployment of required manpower	19 th November 2019

6. 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 Govt. Polytechnic Kendrapara" and "**Financial Bid** for Providing Manpower Services to Govt. Polytechnic Kendrapara" Both sealed envelopes should be kept in a **third sealed envelope** super scribing "Tender for Providing Manpower Services to **GOVT. POLYTECHNIC KENDRAPARA**".

7. The **Earnest Money Deposit** of Rs. **1.5 Lakhs (Rupees one lakh fifty thousand only)** refundable (without interest) should be necessarily accompanied with the **Technical Bid** of the service provider in the form of Account payee Demand Draft / Bank Draft drawn in favour of the Principal Government Polytechnic Kendrapara payable at Kendrapara along with **Rs. 500/- cost of Tender paper failing which the tender shall be rejected summarily. Original DD/ BD towards EMD & tender paper cost shall be attached with Technical Bid document.**

8. The successful bidder will have to deposit a **Performance Security Deposit** of Rs. **1.5 Lakhs (Rupees one lakh fifty thousand only)** in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. Polytechnic Kendrapara 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.

The tendering Manpower Service providers are required to enclose **self-attested photocopies** (as applicable) 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. Valid Registration certificate of the organization issued by a competent authority;
- b. Copy of PAN card;
- c. Copy of AADHAR card
- d. Copy of valid Home Department **Registration/License**.
- e. Original DD/BD of **Rs.500/-** towards tender paper cost.
- f. Original DD/BD of **Rs.1.5 Lakhs/-**towards EMD .
- g. Copy of the **GST** registration.
- h. Copy of valid **License** from Labour Department, Govt. of Odisha.
- i. Copy of the **IT** return filed for the last three financial years i.e. 2016-17, 2017-18 &2018-19.
- j. Copies of valid **EPF and ESI** Registration certificates.
- k. Certified extracts of the **Bank Account containing transactions** during last three years i.e. 2016-17, 2017-18 & 2018-19.
- l. **Experience certificate** regarding successful execution of providing Manpower services on outsourcing basis to Government Educational Institutions of minimum 5 years duration.
- m. Experience in providing manpower with Govt. Polytechnics/ Govt. Engg. Schools will be given more weightage.

n. The firm should have **annual turnover** more than **Rs.1.0 Crore (Rupees One Crore only)** in respect of providing Man Power on outsourcing basis only during **2018-19**.The firm has to submit the audited statement for the financial year 2018-19 duly certified by Registered Chartered Accountant. Monthly **EPF Challan and ECR Confirmation Slip** of the Staff of at least 05 (Five) numbers of Government Educational Institutions (Including Govt. Polytechnic).

E.S.I. latest Challan and latest return copy of at least 05 (Five) Government Educational Institutions (Including Govt. Polytechnic/Engg School).

9. The conditional bids or bids incomplete in any respect shall not be considered and will be out rightly rejected in very first instance.

10. 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.

11. The Technical bids shall be opened on the **scheduled date and time**, in the office of the **Principal, Govt. Polytechnic Kendrapara** in the presence of bidders or authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

12. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at the **scheduled date and time** in the office of Principal, Govt. Polytechnic Kendrapara in the presence of the bidders or authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

13. The Authority of Govt. Polytechnic Kendrapara reserves the right to accept or reject all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE

The Manpower Service Provider should fulfill the following technical specifications:

1. The Manpower Service Provider's Head Office should be located within Odisha.
2. They should be registered with the appropriate registration authority.
3. They should have at **least Five years** continuous experience in providing manpower to Government Educational Institutions (at least five institutions).
4. Supporting documents towards successful execution of work issued by competent authority must be attached.
5. **However, experience in deployment of manpower on outsourcing basis In Govt. Polytechnics /Govt. Engg. Schools will be given more weightage.**
6. They should have their own Bank Account.
7. They should be registered **with competent authority for Income Tax and G.S.T.**
8. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance.
9. They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
10. **Annual Turnover** of the service provider should be **Rs. 1.0 Crore (Rupees one Crore only)** or more in respect of providing manpower on outsourcing basis only. The documents must be certified by a Registered Chartered Accountant.
11. Execution of contracts of similar type during preceding 3 years of value not less than the estimated cost of the present contract.
12. They should have **registered with Labour Department** i.e. License under control Labour (Regulations & Abolition) Act-1970.
13. They should provide latest successful execution of work in Government Educational Institutions issued by Competent Authority (at least 05 such Institutions). Experience in rendering service on outsourcing basis in Govt. Polytechnic/Govt. Engg. Schools issued by Competent Authority will be accorded more weightage.
14. Home Department license to provide Watchman/ Security Guard.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL
MANPOWER SERVICE PROVIDER IN THE GOVT. POLYTECHNIC KENDRAPARA**

The criteria for age, educational qualification and experience for different Manpowers and Security Guard are mentioned in the table below:

Sl. No	Nature of Manpower	Minimum essential Qualification	Age	Remarks
1	Data Entry Operator	Graduate with typing skill of 40 wpm, knowledge of MS office and knowledge of internet browsing and acquaintance with email	18 - 45years	Preference will be given to candidates having previous experience in the relevant field.
2	Matron(Lady)	Graduation (for Matron)	25Years and above	Preference will be given to the persons having experience in this area and computer typing
3	Lady Attendant	HSC pass from BSE, Odisha or its equivalent	18years and above	Preference will be given to the persons having experience in this area
4	Attendant(Male)	HSC pass from BSE ,Odisha or its equivalent	18years and above	-DO-
5	Sweeper (Male/Female)	---	18years and above	-DO-
6	Driver-cum-Mechanic	HSC pass from BSE ,Odisha or its equivalent with Badge No./ ITI in Automobile with Badge	18-45 years	-DO-
7	Watchman	HSC pass from BSE ,Odisha or its equivalent	18-45 years	-DO-

8	Plumber	ITI in relevant discipline	18-45 years	-DO-
9	Electrician	ITI in relevant discipline	18-45 years	-DO-
10	Gardener	--	18-45 years	-DO-
11	PTGLA	As per AICTE guidelines	As per AICTE guidelines	Preference will be given to candidates having previous experience in Laboratory work in the relevant field

The above personnel should be sincere and responsible worker, capable of rendering proper services to the **Govt. Polytechnic Kendrapara.**

TECHNICAL BID

**For Providing Manpower Service and Security Guard to
Govt. Polytechnic Kendrapara-754289**

1. Name of Tendering Manpower Service Provider:-

2. Details of cost for Tender document: DD/BD No.....Date
of Rs.drawn on Bank.....

3. Details of Earnest money Deposit: DD/ BD No Date..... of
Rs.....drawn on Bank.....
4. Name of Proprietor /Partner/ Director.....
.....
.....

5. Full Address of Registered Office:.....
.....
.....

- Telephone No.:

- Mobile No.:

- Email ID.:

6. Full address of operating/Branch

7. Telephone No.

E-mail address
Fax No.

8. Name and Telephone No. of authorized officer/person to liaise with Field Office(s)

9. Banker of the Manpower service provider

(Attach certificate copy of statement of A/C for the last three years)

10. PAN No. (Attach attested copy)-

11. Service tax Registration No. (Attach attested copy)

12. EPF Registration No. (Attach attested copy)

13.E.S.I. Registration No. (Attach attested copy)

14.G.S.T Registration No (Attach attested copy)

15. Home Department License No. (Attach attested copy)

16. Labour Department License No (Attach attested copy)

17. Financial turnover of the tendering manpower Service Provider for the last three financial years duly certified by a Registered Chartered Accountant (Turnover in respect of providing Man power on outsourcing basis will only be considered).

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

Additional information, if any:

(Attach separate sheet if space provided is insufficient)

18. Give details of the major similar contracts handled by the tendering Manpower service provider during the last **Five years** in the following format. (If the space provided is insufficient, a separate sheet may be attached). **Proof of engagement of Man power on outsourcing basis in different Govt. Educational Institutions and successful execution of contract must be furnished.**

Sl. No.	Name of Client, address, Telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. Lakhs)	Duration of Contract	
		Type of Manpower provided	No		From	To

19. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name

Place:

Seal.

DECLARATION

1. I /WeSon/Daughter/Wife of
Shri/Smt.....
proprietor/ Director/ authorized signatory of the service provider, mentioned above, am
competent to sign this declaration and execute this tender documents.
2. I/We have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
3. The information/documents furnished are true and authentic to the best of my/our knowledge
and belief. I am / Wearer well aware of the fact that furnishing false/ fabricated information
would lead to rejection of my/our tender document at any stage, besides liabilities towards
prosecution under appropriate law.

Signature of authorized person

Date:

Name

Place:

Seal.

FINANCIAL BID

(For providing Manpower Service and Security Guard to Govt. Polytechnic Kendrapara)

1. Name of tendering Manpower service Provider

2. Rate per person per month:

Sl	Monthly consolidated rate per person						
No.	Manpower Type	Rate of Payment to employee	Employer 's EPF share	Employer's ESI share.	Other statutory dues if any (Rs.)	Service Charges (Rs.)	Total per person (Rs.)
1	Data Entry Operator	As per the Finance department circular 28090 dated 22.09.2017	As per latest Government circular.	As per latest Government circular.			
2	Lady Matron						
3	Lady Attendant						
4	Attendant (Male)						
5	Sweeper (Male/Female)						
6	Driver-cum-Mechanic						
7	Watchman						
8	Plumber						
9	Electrician						
10	Gardener						
11	PTGLA	@ 150/- per hour in laboratory period (maximum 9500/- per month)					

N.B: (1) Service Charge quoted in term of % will not be accepted.

(2) Fraction of Rupee quoted will rounded up to nearest Rupee.

(3) The consolidated monthly remunerations for DEO & other manpower services are in accordance with the rate approved as per the Finance department circular 28090 dated 22.09.2017.

Signature of authorized person

Date:

Name

Place:

Seal.

MANDATORY DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID.

- 1. Application-Technical Bid duly filled in and Signed**
- 2. DD/BD of Rs.500/- towards cost of Tender document even download from web**
- 3. DD/BD of Rs. 1.5 Lakhs/- towards Earnest Money Deposit.**
- 4. Attested copy of registration of agency with appropriate authority.**
- 5. Certified copy of the statement of Bank Account statements last three financial years i.e. 2016-17, 2017-18 & 2018-19.**
- 6. Attested copy of PAN Card.**
- 7. Attested copy of the latest IT returns filed by agency for the last three financial years i.e., 2016-17, 2017-18 & 2018-19.**
- 8. Attested copy of valid License issued by Labour Department, Govt. of Odisha.**
- 9. Attested copy of the valid License of Home Department, Govt. of Odisha.**
- 10. Attested copy of valid G.S.T. Registration certificate.**
- 11. Attested copy of the valid E.P.F. Registration letter/certificate.**
- 12. Attested copy of the valid E.S.I. Registration letter/certificate.**
- 13. Certified documents in support of the financial turnover of the agency.**
- 14. Attested copy of documents issued by appropriate authorities regarding supply of manpower on outsourcing basis to Govt. Educational Institutions & successful execution of contract.**
- 15. Copy of the terms and conditions of Manpower Outsourcing of Tender document with each page along with the Annexure duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**
- 16. EPF & ESI Challan and E.C.R. confirmation slip latest copy of five Govt. Educational Institutions having minimum 100 nos. of persons.**
- 17. Proof regarding Annual turnover of the manpower service provider in respect of supplying manpower service only amounting to Rs. 1.0Crore (Rupees one Crore) certified by duly registered Chartered Accountant.**
- 18. All pages of the tender documents submitted must be self-attested by Authorized Signatory.**

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

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER
AFTER DEPLOYMENT OF MANPOWER (ALONG WITH
AGREEMENT)

1. List of Manpower shortlisted by agency for deployment in Govt. Polytechnic Kendrapara containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Police verification report to the effect that the person concerned does not have any criminal case pending against him/her.
4. Any other document considered relevant such as Aadhar card, Voter Identity card etc.
5. Undertaking from deployed persons to perform assigned duty satisfactorily.

AGREEMENT FOR DEPLOYMENT OF MANPOWER
ON OUTSOURCING BASIS

This Agreement is made on thisday ofBetween the Principal, Govt. Polytechnic Kendrapara herein after referred to as the first party (Authority).

AND

M/S

.....
represented by Sriherein after called the second party (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 Govt. Polytechnic Kendrapara;

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

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the 'Authority to the Manpower Service Provider" the "Manpower Service Provider" hereby agrees with the 'Authority' to provide personnel to be engaged as per requisition of Govt. Polytechnic Kendrapara in conformity with provisions of the Terms and conditions, in tender document.
3. That the 'Authority' hereby further agrees to pay the "Manpower Service provider" as per the contract price at the time and in the manner prescribed in the said Terms and conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the tender.
5. That this agreement is valid up to one year from the date of executing order by the Service Provider.
6. That the termination of this contract shall be effected due to any reason as per terms & condition of tender by either party with a prior notice of one month.

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 Officer Authorized to sign on behalf of premises
Manpower Service Provider Authority.

In the presence of witness:-

Witness:

1.Name

Address

2. Name

Address

Witness:

1.Name

Address

2.Name

Address

TERMS & CONDITIONS OF MANPOWER OUTSOURCING AGREEMENT

1. The agreement may be commenced from **19th November 2019** and may continue till **18th November 2020** 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 **18th November 2020** unless extended further by the mutual consent of the manpower service provider and the authority.
3. The agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the manpower service provider and the authority.
4. The Manpower service provider shall not be allowed to transfer, assign, pledge or sub contract 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 agreement, at present, has tentative requirement of **man powers as shown in table above (page no. 6)** The requirement of manpower of the office may further increase or decrease marginally, during the period of initial contract & also the Bidder should have to provide additional manpower services, if required, on the same terms and conditions.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed as breach of terms of agreement making it liable for legal action In addition to termination of the Agreement.
7. The authority reserves the right to terminate the agreement during Initial period also alter giving one month notice to the manpower service provider.
8. The persons deployed shall be required to report for work at the scheduled time at **Govt. Polytechnic Kendrapara** and **perform his/her duty for 08 hours daily excluding half an hour of Lunch break**. In case of Administrative exigency, he/she may be required to work beyond the scheduled duration. In case, the person deployed remains absent on **a particular day or comes late/leaves early on three occasions**, proportionate deduction from the remuneration for one day will be made.
9. The Manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the concerned Officers of **Govt. Polytechnic Kendrapara** so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in **Govt. Polytechnic**

Kendrapara shall be that of the manpower service provider and the Principal, Govt. Polytechnic Kendrapara will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the monthly rate quoted in the tender.

- 11. For all intents and purposes, the Manpower Service Provider shall be the "Employer"** within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the manpower service Provider shall not have any claim whatsoever like employer and employee relationship with Govt. Polytechnic Kendrapara.
- 12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed.** The Principal, Government Polytechnic Kendrapara shall in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint Committee consisting of a representative of Govt. Polytechnic Kendrapara and an Authorized representative of the manpower service Provider.
- 13. The Govt. Polytechnic Kendrapara shall not be responsible for any financial loss or any inquiry to any person deployed by the Manpower Service Provider** in the course of their performing the functions/duties, or after expiry of the agreement.
- 14.** The person deployed by the manpower service provider shall not claim nor shall be entitled to pay perks and other facilities admissible to regular/confirmed employees during the current or after expiry of the agreement.
- 15.** In case of termination of this agreement on its expiry or otherwise, the persons deployed by the manpower Service Provider shall not be entitled to and shall have no claim for any absorption on regular basis or in other capacity.
- 16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at Govt. Polytechnic Kendrapara** under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
- 17.** The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of registration to those effect should be submitted. The Manpower service provider shall complete with all the legal requirements for obtaining license under contract Labour (Regulations and if any, at his own part and cost).
- 18.** The Manpower Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service

Provider. The Manpower service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable.

19. The persons deployed by the Manpower Service Provider should have clean track records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and change the image of the Department or office concerned. **The Manpower Service Provider shall be responsible for any act of indiscipline, misbehavior, misconduct by the persons deployed.**

LEGAL

21. The persons deployed shall during the course of their work be privy to certain qualified documents and Information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum remuneration as payable to different types of workers in respect of the persons deployed in the office concerned. The office concerned shall have no liability In this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Govt. Polytechnic Kendrapara to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of **Govt. Polytechnic Kendrapara** or any other authority under law.
25. Any other instruction towards deduction from income received *by* Govt. from time to time will be strictly followed.(As per Govt. instruction , 2% of tax will be deducted if the income exceeds **Rs. 2.5Lakhs**)
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the Govt. Polytechnic Kendrapara will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Manpower Service Provider, to the content of the loss or Delegation in monetary terms.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract non-payment of remuneration to employed persons and non-deposit of statutory dues with the concerned agencies like E.P.F.,E.S.I., and G.S.T. etc. The Govt. Polytechnic Kendrapara will have no Liability towards non- payment of remuneration to the persons deployed by the Manpower Service Provider and the outstanding dues of the service provider to statutory authorities.

28. In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider, the same should be reported to the Police through the head of office at the earliest. However, the loss arising out of theft/damage of Govt. property shall be borne by the manpower service provider (by way of adjustment from the Performance Security Deposit/unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

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29. If the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without assigning any reason.
30. **The Agency will have to deposit a Performance Security Deposit Rs 3.0 Lakhs (Rupees three lakhs) only** in the form of Bank Guarantee from any Nationalized Bank in favor of the Principal, Govt. Polytechnic Kendrapara 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.
31. In case of breach of any terms and conditions attached to this agreement, the Performance security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
32. The Manpower service Provider shall furnish the bill in triplicate, along with attendance sheet duly verified by the authorized officer of Govt. Polytechnic Kendrapara in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released within the second week of the succeeding month.
33. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Govt. Polytechnic Kendrapara.
34. The amount of penalty calculated @ 100 per day per person 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.
35. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the provision encountered at a later stage.
36. 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 placed before the next higher authority of controlling officer for his/her decision and the same shall be binding on all parties.
37. **All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.**
38. The successful bidder will enter in to an agreement with Govt. Polytechnic Kendrapara for supply of suitable and qualified manpower as per requirement of this Institute on the above terms and conditions. Work order will be placed as per requirement and can either be increased or decreased subsequently.

- 39. The employer's share of contribution towards E.P.F. and E.S.I. , other statutory dues and Service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee.** The man power service provider shall deposit all statutory dues with the concerned authority and claim the same from the institution along with its service charge by producing documentary proof of payment.
- 40. The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the man power service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.**
- 41. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome problems if any encountered at a later stage.**