



No 1083 /ITIDKL Dt. 14-10-2020

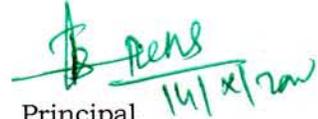
Tender Call Notice for award of contract for providing manpower services of Group-C & D

Category service for a period of one year w.e.f. Nov-2020.

Sealed in Tenders are invited from registered Manpower Service Providing Agencies having good track records in the field to provide manpower for the **Group-D & Group-C** category services **for a period of one year w.e.f. Nov- 2020 and likely to be renewed** considering to performance.

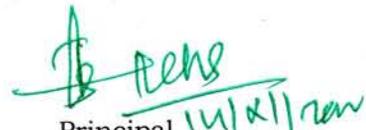
The detailed information for outsourcing of aforesaid services is given in the Bid Document which may be downloaded from the following websites www.dhenkanal.nic.in, www.govtitidkl.co.in. from **15.11.2020**. The last date for receipt of Tender is **2.11.2020 by 5.00 P.M** through **speed post/regd. Post/ Courier** service only. The bid document will not be received by any other means.

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


Principal
ITI, Dhenkanal

Memo No. 1084 (Y) / Dt. 14-10-2020

Copy to Notice board of Institute / RIC, Dhenkanal/ Dist. Employment Office, Dhenkanal/ Collectorate, Dhenkanal for information and necessary action with a request to display the same in their office notice board for wide publicity.


Principal
ITI, Dhenkanal

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GOVT. INDUSTRIAL TRAINING INSTITUTE, DHENKANAL
BID DOCUMENT

For providing Manpower for **Group-C&D services** to I.T.I., Dhenkanal in Dhenkanal district by registered Manpower Service Providing Agency.

- (a) Period of available of Bid Document in websites. : 15.10.2020 to 1.11.2020
- (b) Last Date and time for submission of Bid Document through Speed post. :2.11.2020 by 5.00P.M.
- (c) Date and time for opening of
(i) Technical Bids : 3.11.2020 at 10.30 A.M.
(ii) Financial Bids : 3.11.2020 at 11.30 A.M.
- (d) Venue of opening of bid document : **Govt. ITI, Dhenkanal, at- Borapada, Po-Gahamkhunti Dist-Dhenkanal**
- (e) Likely date for commencement of Deployment of required manpower. : **10.11.2020**

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **10.11.2020** (date) and shall continue for a period of one year unless it is felt by the authority to curtail or terminate the agreement owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, regular appointment of staff by the Government etc. or change in requirements.
2. The Agreement shall automatically expire on **9.11.2021** (date) unless extended further by mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The manpower service provider will be bound by the details furnished by it, to the authority, while submitting the Bid or at subsequent stage. In case, any of such document furnished by it, is found to be false at any stage, it will be deemed to be a breach of terms of agreement making it liable for legal action besides the 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 without assigning any reason.
7. The person deployed shall be required to report for work as per scheduled time of their duties fixed by the authority and in no case he will be paid extra remuneration beyond duty hours assigned to him. 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.
8. The person deployed will work on Govt. holidays and Sundays with remuneration as per rates approved by this office on attending such duty.
9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Institute 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 the institute shall be that of the manpower Service Provider and the institute 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 rate quoted in the financial bid and produce such evidence as may be required by the authority.
11. For all intents and purposes, the Manpower Service Provider shall be the "**Employer**" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the institute.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider, the deployed persons can place their grievance before a Joint Committee consisting of a representatives



- of the institute appointed by the authority and an authorized representative of the Manpower Service Provider.
13. The authority & staff of the institute shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
 14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to Pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
 15. In case of termination of this Agreement on its expiry or otherwise, the person deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
 16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the institute 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 the registration should be submitted. The Manpower Service Provider shall comply 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.
 18. The Manpower Service Provider shall provide a **substitute well in advance** if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
 19. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 20. The persons deployed by the Manpower Service Provider should have **good police records and no criminal case should be pending against them**. A declaration to that effect is required to be submitted by the Manpower Service Provider.
 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 the institute. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
 23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the institute. The Institute shall have no liability in this regard.
 24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it 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 institute.
 25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the institute or any other authority under Law.
 26. The Tax deduction at Source (T.D.S.) 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 institute.
 27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the institute is put to any loss / obligation, monetary or otherwise, the institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service provider, to the extent of the loss or obligation in monetary terms.
 28. 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 institute will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the institute & hostels concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit and if required the security deposit will be seized.
 29. 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.



30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the person appointed by the authority in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. The payment will be made in the 2nd week of the said succeed month accordingly.
31. 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 account shall be held up till such proof is furnished, at the discretion of the authority.
32. **The amount of penalty calculated @Rs.100/- per day on account of delay**, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later state.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
35. 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.



AGREEMENT

The Agreement is made on this _____ day of _____ between The Principal, (Name of the Institute) _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____;

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

And whereas the "Authority" has 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 " _____ " in the _____ (name of the Institute) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto _____.

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

Signature of the Manpower Service Provider/ Officer authorized to sign for and On behalf of Manpower Service Provider.

**Signature of the Authority
An officer acting in the premises
on behalf of the Governor of Odisha.**

In the presence of witness :-

Witness

Witness

- | | |
|---------------|------------------|
| 1. Name:..... | 1. |
| Name..... | |
| Address:..... | 2. Address:..... |
| 2. Name:..... | 1. |
| Name..... | |
| Address:..... | 2. Address:..... |

CONTENTS OF BID DOCUMENT

Sl.No.	Description of contents
1.	Scope of work and general instructions for service bidders.
2.	Technical Specifications for the service provider and the manpower to be deployed in the institution by the service provider
3	Bid Application – Technical Bid
4.	Bid Application – Financial Bid
5.	Terms and Conditions
6	Chronological order for arrangement of documents to be submitted

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- 1- **Govt. ITI, Dhenkanal in Dhenkanal district** requires the services of registered, reputed, well established and financially sound Manpower Service Providers to provide manpower for the Group-C&D category services on contract basis for day to day Office work, **Cleaning, Gardening Sweeping, Watchward, etc.** works of the institute & hostel at the concerned Institutes.
- 2- The contract for providing the aforesaid manpower is likely to commence from 10.11.2020 (date) and would continue till 9.11.2021 (date) provided the requirement of the institute for manpower persists at that time or may be curtailed/ terminated before 9.11.2021 (date) owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the institute's requirements. The authority, however, reserves the right to terminate this initial contract at any point of time after giving one week's notice to the selected Service Provider.
- 3- **The tentative present requirement Institute wise is noted below and likely to be increased or decrease in need basis.**

Sl. No.	Purpose of work	Category of service	No. of Manpower required
1	Office document preparation, mailing, record keeping	Group-C	02
2	Librarian	-do-	01
3	Watchman/ Sweeper/ Peon/ W/s Attendant/ Hostel attendant	Group-D	06
	Total		09

- 4- The Tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit separate sealed envelopes super scribing **"Technical Bid for Providing Manpower Services** for...(Name of Institute)....and **"Financial Bid for Providing Manpower Services** for (name of Institute) Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services to (Name of Institute) vide Tender Call no..... dtd.....**
- 5- The successful Bidder will have to deposit a **Performance Security Deposit of Rs.50,000/-** (Rupees Fifty thousand) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the respective **Principal , Govt. ITI, Dhenkanal** , or in the form of Bank Guarantee from any Nationalized Bank in favour of the **Principal, Govt. ITI, Dhenkanal** covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be accordingly renewed by the successful Bidder.
- 6- **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
- 7- All entries in the Bid 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 Bid shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.



- 8- The Technical bids shall be opened on the scheduled date and time in the presence of member of the Purchase Committee and the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- 9- The Financial Bid of only those Bidders will be opened whose Technical bids are found in order. The Financial bids shall be opened at the schedule time in the presence of the members of the Purchase Committee and representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- 10- The Competent Authority of the Institute reserves the right to accept/reject/cancel all bids without assigning any reason.



TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:
 - a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user institute.
 - b) They should be registered with the appropriate registration authority;
 - c) They should have at least two/three years' experience in providing manpower to Government Departments, Institutes, Public Sector Companies/ Banks, etc; with proof.
 - d) They should have their own Bank Account;
 - e) They should be registered with Income Tax and Service Tax departments;
 - f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER

1. He should be a citizen of India and be above 18 years of age.
2. The Minimum Educational Qualification shall be 8th Pass for group-D and Graduation with Computer certificate for Group-C Manpower.

APPLICATION - TECHNICAL BID FOR PROVIDING MANPOWER SERVICES TO..... (Name of the Institute)

1. Name of Tendering Manpower Service Provider: _____
2. Name of Proprietor / Partner/Director: _____
3. Full Address of Registered Office: _____
Telephone No. _____
FAX No. _____
E-Mail Address _____
4. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of A/c for the last Three years). _____

Telephone No. of Banker _____
5. PAN / GIR No. (Attach attested copy) : _____
6. Service Tax Registration No. : _____
7. E.P.F. Registration No. _____
(Attach attested copy)
8. E.S.I. Registration No. _____
(Attach attested copy)
9. Additional information, if any
(Attach separate sheet, if required)

Signature of Manpower Service
Provider / authorized person
Name:
Seal :

Date:
Place:



DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Manpower Service
Provider / authorized person

Name:

Seal :

Date:

Place:

APPLICATION – FINANCIAL BID For Providing Manpower Assistance.

1. Name of tendering Manpower Service Provider :
2. Rate per month in respect of all statutory liabilities like Taxes, levies, cess etc. as applicable as per the Govt. norms.
3. The rate of consolidated remuneration shall not be exceeding to minimum **remuneration fixed by the Govt. for Group-C & D manpower** for a period of one month service.

Signature of Manpower Service
Provider/ authorized person

Name:

Seal :

Date:

Place:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month for which duty has been performed by each manpower.

LEGAL:

1. 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.
2. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Institute. The Institute shall have no liability in this regard.
***Note:- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable ;to Manpower Service Provider employing more than 20 workmen.**
3. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute 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 Institute.
4. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Institute or any other authority under Law.



5. The Tax deduction at Source (T.D.S.) 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 Institute.
6. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Institute is put to any loss / obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
7. 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 Institute will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Institute by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of the latest IT return filed by agency;
5. Attested copy of Service Tax registration certificate;
6. Attested copy of the P.F. registration letter / certificate;
7. Attested copy of the E.S.I. registration letter / certificate;
8. Certified documents in support of the Financial turnover of the agency;
9. Certified documents in support of entries in Technical Bid application;
10. **Copy of the terms and conditions at page-2 to 6 in Tender Document** with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in **Institute in Dhenkanal district** containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons in the declaration that the information submitted are true and the said bio-data should be attested by Gazetted Officer.
3. Any other document considered relevant to the Manpower.
