

OFFICE OF THE PRINCIPAL: GOVERNMENT POLYTECHNIC: MAYURBHANJ: TIKARPADA.

Website: www.gpmayurbhanj.org.in

Emailid-principalgpmayurbhanj@gmail.com

Tender Call Notice No 852/GPM,

Dated the, Tikarpada, 24th November, 2016.

Sealed Tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of Manpower on outsourcing basis for day to day official work of the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha.

Tender should be accompanied by refundable Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand) only in the shape of Demand Draft drawn in favor of **Principal, Government Polytechnic, Mayurbhanj, Tikarpada** on any Nationalized Bank payable at Baripada, Mayurbhanj.

The last date of receipt of tender document is **06.12.2016 by 2.00 P.M. in the address of the Principal, Govt. Polytechnic Mayurbhanj, At- Tikarpada, PO- Poda Astia, Via- Shyamakhunta, Dist- Mayurbhanj, PIN- 757049** by **regd. Post/Speed post/Courier or by hand** only. The office shall not be held responsible for any postal delay.

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

Sd/-
Principal,
Government Polytechnic,
Mayurbhanj.

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha requires the services of reputed, well established and financially sound Manpower Service Providers to provide Manpower services on outsourcing basis for day to day work of the Institution.
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 Mayurbhanj & satisfactory performance of the agency. The contract may be curtailed/ terminated before end of contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in Government Polytechnic, Mayurbhanj requirements. The Institution, 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 Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha has the requirement of following categories of manpower that will be paid on monthly basis as per the minimum wage act of Govt. of Odisha
 - I) Data Entry Operator
 - II) Office/Hostel Attendant
 - III) Watchman
 - IV) Sweeper
 - V) Driver (With Heavy vehicle license)
 - VI) Matron for the Ladies Hostel
4. All the workers should behave properly to the officer/ supervising staff otherwise they shall be disengaged by the service provider on a report by the controlling officer and the service provider shall be held responsible for any missing /theft and vandalism by the workers provided by him during the duty hour.
5. No Sub-Contractors will be allowed for engagement of workers.
6. Service provider should adhere to the Odisha Labour Act. as well as EPF and E.S.I. rules.
7. Service Provider is required to have his/her Own/rented Office in the locality of Baripada.He/She must furnish necessary documents in support of the same along with his Tender documents for the said purpose.
8. The principal GP Mayurbhanj, Tikarpada will not be held responsible for any unforeseen incidents, mishaps and accidents of the workers engaged by the service provider during the period of contract.
9. Any breach of contract during the period of contract will result in termination of contract and forfeiture of the security money.
10. Law court at Baripada, Mayurbhanj shall have the jurisdiction to decide any dispute if not settled amicably.
- 11..The interested Manpower Service Providers may submit the tender document filled in all respect along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand)only and other requisite documents on or before **06.12.2016 by 2.00 P.M. at the office of the Principal, Govt. Polytechnic Mayurbhanj, At- Tikarpada, PO- Poda Astia, Via- Shyamakhunta, Dist- Mayurbhanj, PIN- 757049** . Tender without EMD or part-EMD or without requisite document is liable to be rejected.

The bidders should download the tender document from the WEBSITE- www.gpmayurbhanj.org.in

The various dates relating to “Tender for Providing Manpower Services to the “Government Polytechnic Mayurbhanj, Tikarpada Poda Astia, Mayurbhanj, Odisha” are cited as under:

- (a) Period of downloading of Tender documents: From **25.11.2016** onwards.
 (b) Date for submission of Tender documents: From **28.11.2016 to dt.06.12.2016 (up to 2.00 P.M.)**
 (Excluding the Govt. holidays).

c) Date and time for opening of:

- | | | |
|---|---|---------------------------------|
| (i) Technical Bids | : | 06.12.2016 at 02.00 P.M. |
| (ii) Financial Bids of eligible Bidders | : | 06.12.2016 at 04.00 PM |

12. Technical & Financial bids should be packed and marked separately & sealed in another envelope superscribing “ **Tender for Providing Manpower Services to Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha**” .

13. The Earnest Money Deposit (EMD) **Rs. 10,000/- (Rupees Ten thousand)** only, refundable (without interest) should necessarily be accompanied with the Technical Bid of the Service Provider in the form of Demand Draft/Pay Order drawn in favour of Principal Government Polytechnic Mayurbhanj failing which the tender shall be rejected .

14. The successful tenderer will have to deposit a Performance **Security of Rs.1,00,000.00 (Rupees One Lakh)only** in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Government Polytechnic, Mayurbhanj covering the period of contract prior to award of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

15. Conditional bids shall not be considered and will be rejected out rightly.

16. 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.

17. The Technical Bids shall be opened on the scheduled date and time in the Office Chamber of the Principal Government Polytechnic Mayurbhanj, Tikarpada in presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

18. All pages of the Tender document should be duly signed and sealed by the authorized signatory of the agency in token of their acceptance

19. Principal, Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha reserves the right to accept/reject or cancel any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should fulfill the following technical specifications:

- (a) The Service Provider for Manpower should have at least 03(Three) years experience in providing Manpower Services to Govt. Departments/PSUs. Photo copy of the work order is required to be enclosed as proof.
- (b) The Manpower Service Provider should have own Bank Account.
- (c) The Manpower Service Provider should be registered with Service Tax departments and should have valid Service Tax Registration Number.
- (d) The Manpower Service Provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (e) The Manpower Service Provider should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act. 1970.
- (f) The Service Provider should be a financially sound party and his annual turnover should not **be less than Rs.30, 00,000/-(Rupees Thirty lakhs)** only. Copy of audited financial statement for the financial year 2015-16 should be attached.
- (g) The technical bid must contain the documents as shown in the **checklist annexure-I & II**.
- (h) The financial bids of the agencies who are successful in the technical bid will only be considered.
- (i) Experience in providing Manpower to Govt. ITIs/Polytechnics will be an added advantage. Performance report from the Principals of the concerned ITIs/Polytechnics should be enclosed (Recent/ issued after dt.25.11.2016).

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER IN GOVERNMENT POLYTECHNIC, MAYURBHANJ ON
OUTSOURCING BASIS**

Sl. No.	Category of Personnel	Educational Qualification	Minimum/ Maximum Age as on 1.10.2016	Brief description of duties
1-	Data Entry Operator	Graduate(Arts/Science/Commerce) with DCA/PGDCA	20 to 40 years.	Data entry work
2-	Watchman	8 th class pass with minimum Physical standard	18 to 40 years.	Watch & Ward duty
3-	Sweeper	8 th class pass	18 to 40 years.	Sweeping & Cleaning work
4-	Driver-Cum-Mechanic	10 th class pass & Valid HMV License with Batch to drive bus	25 to 40 years	To drive the Institute vehicles (school bus & other vehicles)
5-	Attendant	8 th class pass	18 to 40 years.	To work in the office/Hostel
6-	Matron	10 th class Pass,	30 to 50 years.	To supervise the Ladies hostel.

TENDER DOCUMENT**APPLICATION-TECHNICAL BID**

1. Name of Tendering Manpower Service Provider _____
2. (a) Details of Earnest Money Deposit: DD No. _____ date _____
Rs. _____ drawn on Bank _____
3. Name of Proprietor/Partner/Director _____
4. Address of Registered Office _____
E-mail _____ Address _____ Telephone
No. _____
FAX No. _____ Mobile No. _____
5. Full address of operating/Branch Office: _____
E-mail Address _____ Address _____
Telephone No. _____ FAX No. _____
6. Name & telephone no. of Authorized officer/person to liaison with filed
Office(s) _____
7. Banker of the Manpower Service Provider _____
8. Telephone Number of Banker: _____
9. PAN/GIR No.: _____
10. Service Tax Registration No.: _____
11. E.P.F. Registration No.: _____
12. E.S.I. Registration No.: _____
13. Financial turnover of the tendering Service Provider

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2013-2014		
2014-2015		
2015-2016		

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

14. Additional information, if any:-
15. Give details of the major similar contract handled by the tendering Manpower Service Provider during the last three years in the following format.
(If the space provided is insufficient a separate sheet may be attached)

Sl.No.	Name of client, Address, telephone No.	Type of Manpower Provided	Nos.	Amount Of contract Rs. Lakhs	Duration of contract	
					From	To

16. The annual return/e-return/challan filed in ESI & EPF for last year up to March, 2016. (Attach attested copies).
17. Additional Information, if any:-
(Attach separate sheet, if required)

Date:

Place:

Signature of authorized person.

Full Name:

Seal

DECLARATION

I _____ Son/Daughter/Wife of
 Shri _____ Proprietor/Director/authorized signatory of
 the Service Provider, mentioned above, am competent to sign this declaration and execute this
 tender document.

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

2. The information/documents furnished along with the 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.

Date:

Place:

Signature of authorized person

Full Name

:

Seal & Signature of Bidder.

ANNEXURE-I**INFORMATION ABOUT THE FIRM**

Sl No.	Name of Document	
1	Photo copy of the registration certificate of the firm	
2	I.T. clearance certificate 2015-2016 financial year	
3	ESI & EPF Nos. as applicable	
4	Service Tax No.	
5	PAN No., as applicable	
6	Labour License No.	
7	Account No.	
8	Telephone No., if any	
9	E- mail address of company, if any	

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

Date: -

Place: -

Signature of authorized person

Name:-

Seal:-

ANNEXURE-II

CHECK LIST
DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

Sl No.	Name of Document	YES/NO
1	Application- Technical Bid along with Declaration	
2	Name & Address of the Establishment	
3	DD for EMD (Rs. 10,000/- (Rupees Ten thousand), DD NO with bank drawn on with this tender.	
4	Certified copy of the statement of bank account of agency for the last three year	
5	Self Attested copy of PAN/GIR	
6	I.T clearance certificate 2015-2016 Financial year.	
7	Self Attested copy of service tax registration certificate with latest deposit challan and service tax return of last two years.	
8	Self Attested copy of the E.P.F. registration certificate with latest deposit challan for a minimum of 100 persons.	
9	Self Attested copy of the E.S.I. registration certificate with latest deposit challan for a minimum of 100 persons.	
10	Certified documents in support of the Financial Turnover of the agency	
11	Self attested copy of the Labour License, registration certificate under contract Labour (Regulations and Abolition) Act, 1970.	
12	Affidavit from the Notary Public declaring firm is not black listed	
13	Performance report from the concerned Authorities.	
14	Bank Name With Address	
15	Account No	
16	Telephone No. of company	
17	E-mail Address of company	

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

Date: -

Place: -

Signature of authorized person

Name:-

Seal:-

FINANCIAL BID

For providing Manpower to the Government Polytechnic, Mayurbhanj, Tikarpada Poda Astia,
Mayurbhanj, Odisha

1. Name of the Service Provider:

2. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, Service Charges & etc.

Sl No.	Manpower type	Monthly Rate per						
		Minimum take home remuneration (Rs)	Employer EPF share as applicable	Employer ESI share as applicable	Other Statutory dues, if any (Rs)	Service charges (Rs)	Service tax, if any (Rs.)	Total per person (Rs.)
1	DEO (As per FD Guidelines)	5200/-						
2	Watchman	5200/-						
3	Sweeper	5200/-						
4	Driver-Cum-Mechanic	6760/-						
5	Attendant	5200/-						
6	Lady Matron	5200/-						

Date:

Place:

Signature of authorized person

(Full Name)

Seal

Seal & Signature of Bidder.

GENERAL TERMS AND CONDITIONS REGARDING ENGAGEMENT OF MANPOWERS IN GOVT. POLYTECHNIC MAYURBHANJ BY THE SERVICE PROVIDER/OUTSOURCING AGENCY:-

1. The contract shall likely to commence from the date of placing order for a period of one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the Service Provider and the Government Polytechnic, Mayurbhanj, Tikarpada , Odisha.
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 Government Polytechnic, Mayurbhanj, Tikarpada , Odisha.
4. The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency or organization.
5. The Service Provider will be bound by the details furnished by it to the Government Polytechnic Mayurbhanj, while submitting the quotation 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.
6. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the Service Provider.
7. The person deployed shall be required to report for work as assigned to him/her by the Office.
8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Government Polytechnic, Mayurbhanj, so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in Government Polytechnic Mayurbhanj shall be that of the Manpower Provider and the Government Polytechnic Mayurbhanj 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, Mayurbhanj.

Signature of the Service Provider/Outsourcing agency

10. 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 Mayurbhanj. There shall not be employer-employee relationship between Government Polytechnic Mayurbhanj and the persons deployed on outsourcing basis.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances of resolution of disputes relating to persons deployed. The Government Polytechnic Mayurbhanj 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 Government Polytechnic Mayurbhanj and an Authorized representative of the Service Provider.

12. The Government Polytechnic Mayurbhanj 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.

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

14. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.

15. 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.

16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner provident Fund Authorities, Employees State Insurance Corporation etc. and copies of the same 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.

Signature of the Service Provider/Outsourcing agency

17. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha.

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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha. The Service Provider shall be responsible for any act of indiscipline by the persons deployed.

20. Experience in supplying manpower to similar govt. organizations will be given preference.

Signature of the Service Provider/Outsourcing agency

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 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 wages as payable to different types of workers in respect of the persons deployed by it in Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha. The Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha shall have no liability in this regard.

23. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Government Polytechnic Mayurbhanj, Tikarpada Poda Astia, Mayurbhanj, Odisha 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha bi-monthly with the bill.

24. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha or any other authority under law.

25. 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha.

26. In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha is put to any loss/obligation monetary or otherwise Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha 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.

27. 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha will have no liability towards nonpayment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

28. The financial bid should be accompanied with an Earnest Money Deposit(EMD) of refundable without interest of Rs. 10,000/-(Rupees Ten thousand) only, in the form of Demand Draft/Pay Order drawn in favour of “ Principal Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha” **failing which the tender shall be rejected out rightly.**

29. 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.**

30. The successful tenderer will have to deposit a Performance Security Deposit of Rs.70,000 (Rupees seventy thousand) only in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the bidder.

31. 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

32. The Service Provider shall raise the bill on monthly basis. the contractor should submit the bill in duplicate for that month as prescribed under minimum wages act with authenticated proofs for payment of EPF,ESI, Wages & Service tax dues in respect of all Manpower's latest by 7th of the following month as per tender's terms-conditions. The contractor shall submit the bill by 10th of the subsequent month.

33. 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.

34. 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.

35. All disputes shall be under the jurisdiction of Baripada.

36. The successful bidder will enter in to an agreement with the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

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

1. List of Manpower to be provided by the agency for selection of manpower in the ratio 1:2 for deployment in Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons indicating the permanent, temporary address, color photograph and Cell Phone Number.
3. Undertaking form from the person concerned
4. Any other relevant document.

Seal & Signature of Bidder

AGREEMENT

This Agreement is made on this day of _____

Between

The Principal Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha.

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 the 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha 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.

Seal & Signature of Bidder

4. That in the event of any dispute that may arise it shall be settled as per the Terms and 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
Contractor

Signed and delivered Name/Address of the
For and on behalf of Government Polytechnic Mayurbhanj,
Tikarpada, Poda Astia, Mayurbhanj, Odisha In the

presence of witness:-

1. Signature :

Name :

Designation:

Address :

1. Signature:

Name:

Designation:

Address:

Seal & Signature of Bidder

ANNEXURE-III**TERMS AND CONDITIONS OF THE AGREEMENT**

1. The agreement shall commence from the date award of the contract 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 at any time assigned to them & shall work under the Officer as may have been kept in charge of the Office. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions proportionate deduction from the remuneration for one day will be made.
8. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha so that optimal services of the persons deployed could be availed without any disruption.
- 8.(a)The persons deployed are entitled to avail one day weekly off.
- 8.(b)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 Government Polytechnic Mayurbhanj, Tikarpada Poda Astia, Mayurbhanj, Odisha shall be that of the Service Provider and the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha .

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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha. There shall not be employer-employee relationship between Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha 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 Government Polytechnic Mayurbhanj, Tikarpada Poda Astia, Mayurbhanj, Odisha 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha and an authorized representative of the Service Provider.

12. The Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in course of their performing the functions/duties, or for payment towards any compensation.

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

14. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.

15. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision 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.

16. 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 thee 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.

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 the Government Polytechnic, Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha. The 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 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.

23. 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha. The Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha shall have no liability in this regard.

24. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha 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 Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha.

25. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha or any other authority under law.

26. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules as amended, from time to time and a certificate to this effect shall be provided by Government Polytechnic, Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha.

27. In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha is put to any loss/obligation monetary or otherwise, the Government Polytechnic Mayurbhanj, Tikarpada Poda Astia, Mayurbhanj, Odisha 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.

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 nonpayment of statutory dues. The Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha will have no liability towards nonpayment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Government Polytechnic Mayurbhanj, Tikarpada, Poda Astia, Mayurbhanj, Odisha by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.

29. 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.

30. 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. All disputes shall be under the jurisdiction of Baripada, Mayurbhanj only.

Seal & Signature of Bidder