



Industrial Training Institute



Skill India
कौशल भारत - कुशल भारत

OFFICE OF THE PRINCIPAL

GOVERNMENT INDUSTRIAL TRAINING INSTITUTE, BHEDEN

At/Po-Sunalarambha, PS-Bheden, Dist-Bargarh-768104

Website- www.govtitibheden.co.in Email Id- itibheden@yahoo.com

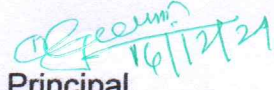
Notice No. 645 /Date: 16.12.2024

Tender Call Notice for providing Multipurpose Manpower services for a period of one year w.e.f. January- 2025.

Sealed Tenders are invited from registered Outsourcing manpower service providers having good track records to provide the **Security cum Cleaning services and Official work services** for a period of one year w.e.f. 1st January 2025.

The detailed information regarding the outsourcing services is given in the Bid Document which may either be downloaded from the websites <https://dtet.odisha.gov.in/> and/or www.govtitibheden.co.in from 17.12.2024 to 26.12.2024 or obtained in person from the Office of the Principal, Govt. ITI, Bheden on any working day between 10 A.M. to 5 P.M. on or before 26.12.2024 by depositing **Rs. 200/- (Rupees Two Hundred)** only in shape of cash or D.D. (non-refundable) in favour of Principal, Govt. ITI, Bheden towards the cost of the Bid Document.

The last date for submission of Tender by hand/speed post is 27.12.2024 by 4 P.M. The Bidder will have to submit a D.D. for **Rs.200/- (Rupees Two Hundred)** (non-refundable) in favour of Principal, Govt. ITI, Bheden along with the downloaded Bid Document.


Principal,
Govt. ITI, Bheden

GOVERNMENT OF ODISHA

INDUSTRIAL TRAINING INSTITUTE, BHEDEN

BID DOCUMENT

For providing Security cum Cleaning services and Official work services to GOVT. ITI, BHEDEN by registered Private Outsourcing Manpower Service Provider.

- (a) Period of issue of Bid Document : 17.12.2024 to 26.12.2024
- (b) Last Date and time for submission of Bid Document : 27.12.2024 by 4 P.M.
- (c) Date and time for opening of
- (i) Technical Bids : 30.12.2024 at 11 AM
- (ii) Financial Bids : 30.12.2024 at 2.30 PM
- (d) Likely date for commencement of Deployment of required manpower. : 1st January, 2025

Ch. G. S. S.
16/12/24

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **01.01.2025** 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 in these posts by the Government etc. or change in requirements.
2. The Agreement shall automatically expire on **31.12.2025** 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, if the provided services are found satisfactory.
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 minimum rate quoted** in the financial bid and produce such evidence as may be required by the authority.

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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 representative 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 all registration documents 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.

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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.

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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 or as per Odisha Govt. rules amended from time to time.

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
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AGREEMENT

The Agreement is made on this _____ day of _____ between The Principal, Govt. ITI, Bheden _____, 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".


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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 Govt. ITI, Bheden 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 31st December 2025.

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 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

1. Name:
Address:

2. Name:
Address:

Witness

1. Name.....
2. Address:

1. Name.....
2. Address:


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CONTENTS OF BID DOCUMENT

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Prepared
14/11/2024

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Industrial Training Institute, Bheden requires the services of registered, reputed, well established and financially sound Manpower Service Providers to provide services of Security cum Cleaning services and Official work services on outsource basis for day to day work of the institute & hostel.
2. The contract for providing the aforesaid manpower is likely to commence from 01.01.2025 and would continue till 31.12.2025 provided the requirement of the institute for manpower persists at that time or may be curtailed/ terminated before 31.12.2025 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. This institute has tentative requirement of 06 (Six) manpower personnel to be deployed on outsourcing basis for the following services.
 - a. Security &/cum Cleaning Services-05 (five) Nos.
 - b. Official work services-01 (one) No.
4. The Manpower Service Providers shall have to furnish the detailed bio-data of the candidates. The Institute Level Selection Committee will select the most suitable person with required qualifications & experience as per the guidelines and terms & conditions of the engagement from amongst bio-data submitted by selected Service Providers.
5. The estimated cost of the contract is approximately **Rs.12.60 Lakh** (Twelve Lakh Sixty thousand) approximately only.
6. The interested Outsourcing Manpower Service Providers may submit in person/by speed post the Bid document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.25200/-** (Rupees Twenty-five thousand two hundred) only and other requisite documents by 27.12.2025 upto 4.00 P.M. at Industrial Training Institute, Bheden. No Bid document by post or by person shall be entertained after the scheduled date and time. The EMD should be attached with the technical bid in a sealed cover.
7. The various crucial dates relating to "Tender for Providing Manpower Services through Outsourcing basis to Govt. ITI, Bheden" are cited as under.
 - a) Period of issue of Bid Document : From 17.12.24 to 26.12.2024
 - b) Last Date and time for submission of Bid Document : 27.12.2024 by 3.00 P.M.
 - c) Date and time for opening of
 - i) Technical Bid : 30.12.2024 at 11 A.M.
 - ii) Financial Bids of eligible Bidders : 30.12.2024 at 2.30 P.M.
 - d) Likely date for commencement of Deployment : 1st January 2025
of required manpower.

Signature
16/12/24

8. 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 through Outsourcing basis to Govt. ITI, Bheden"** and **"Financial Bid for Providing Manpower Services through Outsourcing basis to Govt. ITI, Bheden"**. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services through Outsourcing basis to Govt. ITI, Bheden"**.
9. The Earnest Money Deposit (EMD) of **Rs.25200/-** (Rupees Twenty-five thousand two hundred) only, refundable (without interest), should be necessarily accompanied with the technical Bid of the service provider in the form of Crossed Demand Draft drawn in favour of Principal, Govt. ITI, Bheden **failing which the Bid shall be rejected summarily**.
10. The successful Bidder will have to deposit a Performance Security Deposit of **Rs.1,26,000/-** (Rupees One Lakh Twenty Six thousand) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Principal, Govt. ITI, Bheden, or in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. ITI, Bheden 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.
11. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further**:
 - a) Registration certificate of the applicant organization;
 - b) Copy of PAN / GIR card;
 - c) Copy of the IT return filed for the last three financial years;
 - d) Copies of EPF and ESI certificates;
 - e) Copy of the Service Tax registration certificate;
 - f) Certified extracts of the Bank Account containing transactions during last three years.
 - g) Copy of the GST certificate.
12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. 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.

Signature
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14. The Technical bids shall be opened on the scheduled date and time at 11 A.M. on 27.12.2024, in the Conference room of Principal, Govt. ITI, Bheden, in the presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

15. The Financial Bid of only those Bidders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 2.30 P.M. on 27.12.2024 in the office room of Principal, Govt. ITI, Bheden, in the presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

16. The Competent Authority of the Institute reserves the right to annul all bids without assigning any reason.

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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDERS

1. The tendering manpower service providers 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 three years' experience in providing manpower to Government Departments, Institutes, Public Sector Companies/ Banks, etc; in Odisha 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.
 - h) Minimum average annual turn-over of the bidders in the last 3 financial years should not be less than 50 Lakhs.
 - i) Execution of contracts of similar type (Past performance) should not be less than an average of 50 Lakhs during last 3 years. Supporting past performance reports to be attached with the tender document.


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**TECHNICAL REQUIREMENTS FOR THE MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE GOVT. ITI, BHEDEN.**

A. Security cum Cleaning services and Official work services:

1. She / he should be a citizen of India and be above 18 years and below 40 years of age.
 2. The Minimum Educational Qualification of the deployed personnel for Security cum Cleaning services shall be minimum 8th pass and for Official work services it shall be 12th pass. The deployed personnel would have at least two years' experience in the relevant field (Watch & Ward work at night, Cleaning & Sweeping work, Gardening work etc.). The Basic Computer knowledge (Word, Excel, Power point, Good Typing Speed, Email, Internet basics, IP configuration, LAN work etc.) is required for the personnel to be deployed under Official work services.
 3. She/he should have sound physical & mental health.
 4. She / he should not be inebriant.
 5. She / he should be able to read, write Odia and English.
 6. She / he should have good police records and no criminal case should be pending against them.
 7. 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. Any act of indiscipline on the part of the persons deployed will not be tolerated.
- (i) The temporary engagement will be valid for one year and may be renewed subject to satisfactory performance of the service provider as well as the personnel engaged, through review and due approval from the Chairman, Governing Body, Govt. ITI, Bheden. The engagement can be terminated at any time without notice and without assigning any reason thereof.
- (ii) In case the deployed person wishes to leave the assignment, he/she is to give one month notice in advance.
- (iii) Before the engagement, he/she should sign an undertaking in the office of the Principal, Govt. ITI, Bheden in the format prescribed by the Finance Department/ GA & PG Department, Govt. of Odisha.
- (v) The Deployed person shall be paid a monthly remuneration of **as per the finalized L1 Financial Bids or the negotiation rate through the Service provider.**
- (vi) No other allowance shall be allowed. Where an employee is engaged for a part of calendar month or remains absent other than on casual leave or other than official duty without the approval of the competent authority, remuneration shall be proportionately reduced, the amount being rounded off to the next higher rupee.
- (vii) Unless the services of the deployed persons are required for any other purpose such as in skill promotion, he/she may be permitted to avail the normal holidays without any deduction in his monthly remuneration.


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**APPLICATION – TECHNICAL BID
FOR PROVIDING MANPOWER SERVICES THROUGH OUTSOURCING BASIS
TO GOVT. ITI, BHEDEN**

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit : DD No. _____ Date _____
of Rs. _____ drawn on Bank _____

3. Name of Proprietor / Partner/Director: _____

4. Full Address of Registered Office: _____

Telephone No. _____

E-Mail Address _____

5. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of
A/c for the last Three years). _____

Telephone No. of Banker: _____

6. PAN / GIR No. _____ :

7. Service Tax Registration No. _____ :

8. E.P.F. Registration No.: _____

9. E.S.I. Registration No.: _____

10. GST registration No.: _____
(Attach attested copies of the above)

11. Financial turnover of the tendering **Manpower Service Provider** for the last 3
Financial years.

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2021-22		
2022-23		
2023-24		

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12. Give details of the major similar contracts 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 the client, address, telephone no. & Email	Manpower services provided		Amount of contract (Rs..Lakh)	Duration of contract	
		Type of manpower provided	Number		From	To

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

Signature of Manpower Service
Provider / Authorized person

Name:

Seal :

Date:

Place:

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2021-22		
2022-23		
2023-24		

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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:

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TERMS & CONDITIONS APPLICATION – FINANCIAL BID

FOR PROVIDING MANPOWER SERVICES THROUGH OUTSOURCING BASIS TO GOVT. ITI, BHEDEN

1. Name of tendering Manpower Service Provider : _____
2. Rate per month (8 hours per day) inclusive of all statutory liabilities, Taxes, levies, cess etc : _____

Sl. No.	Manpower Service Type	Monthly Rate per Person						
		* Take home remuneration	EPF	ESI	Other Statutory dues if any	Service charge	Service tax	Total per person
1.	Security cum Cleaning services							
2.	Official work services							

* Minimum remuneration per Month per person should not be less than the prescribed rate by GA&PG Department, Government of Odisha vide Resolution no. 7892 /dtd 07.03.2024.

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 only on the basis of no. of working days for which duty has been performed by each manpower.

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TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.01.2025 and shall continue till 31.12.2025 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 31.12.2025 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 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 Institute, at present, has tentative requirement of 06 (Six) manpower personnel to be deployed on outsourcing basis for the Security cum Cleaning services and Official work services. The requirement of the institute may further increase or decrease also and the service provider would 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 stages. 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 it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
8. 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, she/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.
9. The person deployed may be called on holidays to attend duty for which he/she shall not claim extra remuneration above the rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the office/authority so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in 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 minimum rate quoted** in the financial bid and adduce such evidence as may be required by the Institute.
12. 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.


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13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Institute 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 person can place their grievance before a Joint Committee consisting of a representative of the Institute and an Authorized representative of the Manpower Service Provider.
14. 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.
15. 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.
16. 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 in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office 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.
18. 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. *
19. 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.
20. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. 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.
23. Every page of the tender paper should be signed by the Manpower Service Provider with seal.

LEGAL:

24. 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 submit undertaking 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.
25. 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.

Signature
14/12/24

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

FINANCIAL:

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs. 25200/-** (Rupees Twenty-five thousand two hundred) only in the form of Demand Draft drawn in favour of Principal, Govt. ITI, Bheden failing which the tender shall be rejected outrightly.
32. 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 tender, 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.**
33. The successful Bidder will have to deposit a Performance Security Deposit of **Rs.1,26,000/- (Rupees One Lakh Twenty six thousand)** only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Principal, Govt. ITI, Bheden, or in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. ITI, Bheden 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.
34. 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.

Handwritten signature and date:
 14/12/24

35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Institute 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 by the second week of the succeeding month or as per Odisha Govt. rules amended from time to time.
36. 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 Institute.
37. 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.
38. 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 stage.
39. 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.
40. 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.
41. The successful bidder will enter into an agreement with this institute for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions.

[Signature]
10/12/24

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 & GST 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 column 13 of Technical Bid application;
10. **Copy of the terms and conditions at pages....18-21..... 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 Govt. ITI, Bheden, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data having all requisite documents of all persons in the declaration that the information submitted are true and the said bio-data should be attested by Gazetted Officer.
3. Police verification certificate/Undertaking regarding no criminal cases in their names.
4. Medical certificate regarding the person deployed is not inebriant and has/have sound physical & mental health.
5. Any other document considered relevant.


16/12/24