

**TENDER DOCUMENT
FOR
MANPOWER SERVICE PROVIDER**

Tender No.190/dated 30.07.2024/GP, Darlipali,Sundargarh

OFFICE OF THE PRINCIPAL, GOVT. POLYTECHNIC, DARLIPALI,SUNDARGARH,
ODISHA-770025

Tele: 0663-2560076, Website – www.gpdarlipali.org.in,

E-mail: gpdarlipali24@gmail.com

Price: Rs.1000.00

An Account Payee DD/Banker's Cheque of **Rs.1000.00** in favour of **Principal, Govt. Polytechnic, Darlipali,Sundargarh, Odisha- 770025** towards cost of tender payable at **Darlipali,Sundargarh** must be submitted.

BIDDER'S COVERING LETTER

To,

The Principal,
GOVT. POLYTECHNIC, DARLIPALI, SUNDARGARH- 770025.

Ref: Tender no: _____

Dear Sir,

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

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

..... In capacity of
.....

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

The cost of bid document: Rs.1000/-

Crossed DD/BC No. dated Drawn on bank:
..... payable at Darlipali, Sundargarh.

10✓

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To,

The Principal,
GOVT. POLYTECHNIC, DARLIPALI, SUNDARGARH- 770025.

Dear Sir,

Subject: Authorization for attending bid opening on (Date) in the
Tender for Manpower Services for the Govt. Polytechnic, Darli, Sundargarh, Odisha- 770025
(Tender no: _____)

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

Order of Preference Name Specimen Signature

1.

2.

Or

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

Note :

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

GOVT. POLYTECHNIC, DARLIPALI, SUNDARGARH, ODISHA-770025
TENDER NOTICE FOR OUTSOURCING OF MANPOWER
Tender Call Notice No. 190/Dt.30.07.2024

Sealed tenders are invited from registered Manpower agencies/Service Providers to provide the services of **Sweeper & Watchman(Security Guard)** for a period of **one year** which is likely to be extended in future subject to satisfactory performance. The detailed information for outsourcing the service of aforesaid services is furnished in the Tender Document which may be downloaded from the website www.gpdarlipali.org.in/ www.dtetorissa.gov.in only from **31.07.2024 (10:00 AM onwards)**. The sealed Tender packets containing both "Technical Bid" & "Financial Bid" complete in all respects must be sent by **REGISTERED POST/ SPEED POST only** so as to reach the Office of Principal, Govt.Polytechnic, Darlipali,Sundargarh,Odisha- 770025 within **16.08.2024 till 1:00 P.M.** along with all required documents. The sealed tenders (Technical Bids) will be opened on **16.08.2024 at 3:00 P.M.** in the Office Chamber of the Principal G.P.,Darlipali,Sundargarh. One authorized representative of each Service Provider may attend during opening. Financial Bids of those bidders whose Technical bids are found to be in order will only be opened at **11:00 AM on 17.08.2024**. **The Principal, Govt. Polytechnic, Darlipali,Sundargarh,Odisha- 770025 reserves the right to accept or reject any or all bid documents without assigning any reason thereof.**

Sd/-

I/C Principal , Govt.Polytechnic,Darlipali,Sundargarh

GOVT. POLYTECHNIC, DARLIPALI, SUNDARGARH, ODISHA- 770025
Under the Administrative Control of Directorate of Technical Education & Training,
Odisha, Cuttack
&

Skill Development and Technical Education Department, Government of Odisha

TENDER DOCUMENT

For providing Services of Sweeper & Watchman (Security Guard) to Govt. Polytechnic, Darlipali, Sundargarh- 770025 by registered private manpower agencies/service providers by competent authority.

1.	Period of availability of Tender Document from the Office the Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025	From 31.07.2024 (10:00 AM) To 16.08.2024 (1:00 P.M.)
2.	Date and time for submission of Tender documents	On or before 16.08.2024 by 1.00 PM
3.	Date and time for opening of tender documents: 1) Technical Bid 2) Financial Bid	Date – 16.08.2024 at 3 PM Date – 17.08.2024 at 11.00 AM
4.	Tentative date for commencement of Deployment of required manpower	20 th Aug, 2024

N.B: Tender Documents must be submitted by Registered Post/Speed Post only so as to reach the Office of the Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 as per the above date and time. Tender Documents received after 1.00 PM of 16.08.2024 will not be entertained. Documents submitted by hand/ in person will not be accepted.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of **Sweeper & Watchman (Security Guard)** for Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 on contract basis for a period of one year which is likely to be extended depending on the requirement & satisfactory performance of persons.
2. The contract for providing the aforesaid manpower is likely to commence from 20th Aug 2024 and would continue till 19th Aug -2025. The period of this contract

may be further extended beyond 19th Aug -2025 provided the requirement of manpower persists at that time along with satisfactory performance of Deployed persons. **The services may be curtailed / terminated before 19th Aug -2025 owing to deficiency in service or substandard quality of manpower** deployed by the selected Service Provider or because of change in the requirements of **Govt. Polytechnic, Darlipali,Sundargarh, Odisha- 770025** However, **Govt. Polytechnic, Darlipali,Sundargarh, Odisha- 770025** reserves the right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.

3. The tentative requirement of manpower for the **Govt. Polytechnic, Darlipali,Sundargarh, Odisha- 770025** is as per the followings. The requirements may increase/decrease in any/all the categories.

Sl. No	Nature of manpower	Requirement	Remarks
4	Sweeper	01 Nos.	01 Male/Female
7	Watchman/Security Guard	03 Nos.	Male

4. The tentative estimated cost of the contract is about **Rs.7,00,000/-** (Rupees Seven Lakhs) only per annum excluding service charges. The interested Manpower Service Providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 30,000/-** (Rupees Thirty thousand) only and other requisite documents **by 16.08.2024 up to 1.00 PM** at **Govt. Polytechnic, Darlipali,Sundargarh, Odisha- 770025** by Registered Post / Speed Post / Courier only. The detailed information for outsourcing the service of aforesaid services is given in the Tender Document which may either be downloaded from the website www.gpdarlipali.org.in/ www.dtetorissa.gov.in. **Downloaded copy shall be attached with a DD/ BC of Rs. 1000/- towards the cost of Tender paper.**

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

5. The Important dates relating to "Tender for Providing Manpower Services to the Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025**" are cited as under.

a) Period of issue of Tender document	From 31.07.2024 (10:00 AM) to 16.08.2024 (1:00 P.M.)
b) Date and time for submission of tender document	On or before 16.08.2024 by 1.00 PM
b) Date and time for opening of i) Technical Bids ii) Financial Bids of eligible bidders	Date – 16.08.2024 at 3 PM Date – 17.08.2024 at 11.00 AM
c) Tentative date for commencement of deployment of required manpower	20th Aug., 2024

6. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for Providing Manpower Services to Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025**" and "Financial Bid for Providing Manpower Services to Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025**". Both sealed envelopes should be kept in a third sealed envelope superscribing "Tender for Providing Manpower Services to GOVT. POLYTECHNIC, **DARLIPALI, SUNDARGARH, ODISHA- 770025**".
7. The Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Account payee Demand Draft / Banker's Cheque drawn in favour of the Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** payable at Darlipali, failing which the tender shall be rejected summarily.
8. The successful bidder will have to deposit a Performance Security Deposit of 10% of the contract value only in the form of Fixed Deposit Receipts (FDR) made in the name of the agency hypothecated to the Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** or in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** 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.
9. The tendering Manpower Service providers are required to **enclose self attested photocopies** (as applicable) of the following documents along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
- Valid Registration certificate of the organization issued by a competent authority;
 - Copy of PAN / GIR card;

- c. Copy of valid Home Department Registration/License.
 - d. DD/BC of Rs.1000/- towards tender paper cost in Original.
 - e. DD/BC of Rs.30,000/- towards EMD in Original.
 - f. Copy of the GST registration.
 - g. Copy of valid Licence from Labour Department, Govt. of Odisha.
 - h. Copy of the IT return filed for the last three financial years i.e. 2021-22, 2022-23 & 2023-24.
 - i. Copies of valid EPF and ESI Registration certificates;
 - j. Certified extracts of the Bank Account containing transactions during last three years i.e. 2021-22, 2022-23 & 2023-24.
 - k. Experience certificate regarding successful execution of providing manpower services on outsourcing basis to Government Educational Institutions of minimum 5 years duration.
 - l. Experience in providing manpower with Govt. Polytechnics/ Govt. Engg. Schools will be given more weightage.
 - m. The firm should have annual turnover more than 50 Lakh in respect of providing Man Power on outsourcing basis only during 2023-24. The firm has to submit the audited statement for the financial year 2023-24 duly certified by Registered Chartered Accountant.
 - n. Monthly EPF Challan and ECR Confirmation Slip of the Staff of at least 05 (Five) numbers of Government Organisation with at least more than 100 Persons engaged in any Government organizations, E.S.I. Latest Challan and latest return copy of at least 05 (Five) Government organizations.
10. The conditional bids or bids incomplete in any respect shall not be considered and will be out rightly rejected in very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.
12. The Technical bids shall be opened on the scheduled date and time, in the Office of the **Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** in the presence of bidders or authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. **The Financial Bid of only those tenders will be opened whose Technical bids are found in order.** The Financial bids shall be opened at the scheduled date and time in the Office of **Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** in the presence of the bidders or authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. **The Authority of Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 reserves the right to accept or reject all bids without assigning any reason thereof.**
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TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER

The manpower service provider should fulfil the following technical specifications:

1. The Bidder should have registered office within the jurisdiction of Sundargarh district.
2. The Bidder must submit license from competent authority for security & registered under the contract Labour (Regulation & Control) Act ,1970.
3. The Bidder should have at least **Five years** continuous experience in providing manpower to **Government Educational Institutions (including Govt. ITIs/Polytechnic)**. Supporting documents towards successful execution of work issued by competent authority must be attached.
4. Bidder should have their own Bank Account.
5. GST Registration certificate with last 6 months GSTR-3B return. Vender office address in GST Registration should be within the jurisdiction limits of Odisha.
6. EPF & ESI registration certificate with last 3 month payment challan along with bank statement.
7. Annual Turnover of the bidder should be Rs.1 crore or more in respect of providing manpower on outsourcing basis only. The documents must be certified by a Registered Chartered Accountant.
8. The Bidder should provide latest successful execution of work in Government Educational Institutions issued by Competent Authority (at least 05 such Institutions). Experience in rendering service on Outsourcing basis in Govt. Polytechnics Govt./Govt. Engg. Schools issued by Competent Authority will be accorded more weightage.
9. Home Department license to provide Watchman/ Security Guard.
10. Copy of income tax returns filled and audit certificates for the last three years consecutive financial year up to Assessment year 2023-24 certified by Chartered Accountant.
11. Solvency Certificate of Rs 1 Crore issued by Revenue Department/Nationalized Bank.
12. The bidder have valid ISO 9001:2015,ISO 22000:2018,ISO 45001:2018,ISO 14001:2015.

NB:- Submission of all the documents mentioned above along with declaration is mandatory. Non- submission of any of the above information may render the bid to be rejected.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE GOVT. POLYTECHNIC,
DARLIPALI, SUNDARGARH, ODISHA- 770025**

1. He should be above **18 years of age and not exceeding 45 years**. The upper age limits may be relaxed in case of more deserving and experienced candidates.
2. The Minimum Educational Qualification for the different requirement is given below.

Sl. No.	Nature of manpower	Minimum essential qualification	Remarks
1	Sweeper	High School Education	Preference will be given to candidates having previous experience in the relevant field.
2	Watchman/ Security Guard	High School Education	Preference will be given to candidates having previous experience in the relevant field.

3. The above personnel should be sincere and responsible worker capable of rendering proper services to **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025**.



APPLICATION FOR TECHNICAL BID

For Providing Manpower Service to **Govt. Polytechnic, Darlipali, Sundargarh, Odisha-770025**

1. Name of Tendering Manpower Service Provider:-

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

3. Details of Earnest money Deposit: DD/BC No..... Date.....
of Rs..... drawn on Bank.....

4. Name of Proprietor /Partner / Director

5. Full Address of Registered Office

Telephone No. _____

Mobile No. _____

Email ID. _____

6. Full address of operating/ Branch

7. Telephone No.
E-mail address

Fax No.

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

9. Banker of the Manpower service provider
(Attach certificate copy of statement of A/C for the last three years)

10. PAN/GIR No. (Attach attested copy)-

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

12. EPF Registration No. (Attach attested copy)

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

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

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

16. Labour Department Licence No (Attach attested copy)

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

Financial year	Amount(Rs. Lakhs)	Remarks, if any
2021-22		
2022-23		
2022-23		

Additional information, if any:

(Attach separate sheet if space provided is insufficient)

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

Sl. No.	Name of client, address, telephone & Fax No.	Manpower Services provided		Amount of contract (Rs. lakhs)	Duration of contract	
		Type of Man Power provided	No.		From	To

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

Signature of authorized person

Date:

Name

Place:

Seal.

DECLARATION

1. I _____ 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 documents.
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 fees, furnishing of any false information/fabricated documents would lead to
rejection of my tender at any stage besides liabilities towards prosecution under
appropriate law.

Signature of Authorized Person.

Date :

Full Name :

Place :

Seal :



APPLICATION-FINANCIAL BID

(For providing Manpower Assistance to Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025)

1. Name of tendering Manpower service Provider:
2. Rate per person per month inclusive of all statutory liabilities taxes, levies, cess etc:

Sl. No	Manpower type	Rate per person per month				
		*Take home Remuneration per month (Not to be quoted)	EPF (Not to be quoted)	ESI (Not to be quoted)	G.S.T. (To be quoted if applicable)	Service charges (in `) figure & words
1	Sweeper	Monthly remuneration to be paid as per latest circular /Notification of Govt. of Odisha	As per latest circular of Govt. of India	As per latest circular of Govt. of India	To be quoted if applicable for Services rendered to Educational Institutes	To be quoted.
2	Watchman/ Security Guard					

- N.B:(1) Service Charge quoted in term of % will not be accepted.**
(2) Fraction of Rupee quoted will rounded up to nearest Rupee.
(3) The consolidated remuneration shall be paid per person per month as per Latest Government of Odisha circular/notification.

Signature of Authorized Person.

Date :

Full Name :

Place :

Seal :

TERMS & CONDITIONS OF MANPOWER OUTSOURCING

GENERAL

1. **The agreement shall commence from 20th Aug 2024 and shall continue till 19th Aug 2025**, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, break of contract etc or change in requirements.
2. **The agreement shall automatically expire on 19th Aug, 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 sub contract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The agreement, at present, has tentative requirement of **Sweeper & Watchman/Security Guard**. The requirement of manpower of the office may further increase or decrease marginally, during the period of initial contract & also the Bidder may have to provide additional manpower services, if required, on the same terms and conditions.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed as breach of terms of agreement making it liable for legal action in addition to termination of the Agreement.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the manpower service provider.
8. The persons deployed shall be required to report for work at the scheduled time at **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** and perform his/her duty for 08 hours daily excluding Lunch break. In case of Administrative exigency, he/she may be required to work beyond the scheduled duration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower service provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the concerned Officers of **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** so that optimal services of the persons deployed could be availed without any disruption.



10. The entire financial liability in respect of manpower services deployed in **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** shall be that of the manpower service provider and the Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** 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 fixed by Govt.** from time to time and produce such evidence as may be required by the Office concerned. The manpower provider must produce the deposit of EPF & ESI slip regularly of their people working at this institute of each month before submission of bill for release of monthly payment.
11. **For all intents and purposes, the manpower's service provider shall be the "Employer"** within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the manpower service Provider shall not have any claim whatsoever like employer and employee relationship with **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025**
12. **The manpower service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed.** The Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** and an Authorized representative of the manpower service Provider.
13. **The Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 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 after expiry of the agreement.
14. The person deployed by the manpower service provider **shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the current or after expiry of the agreement.**
15. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the manpower, Service Provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
16. **The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower service provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of registration to those effect should be submitted. The Manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

18. The Manpower Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower service Provider shall be responsible for contribution towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have clean track records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and change the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline, misbehaviour, misconduct by the persons deployed.
21. **Firms who have previously defaulted in execution of outsourcing contract on deployment of manpower with G.P. Darlipali, Sundargarh will not be considered under any circumstances.**

LEGAL

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 as payable to different types of workers in respect of the persons deployed in the office concerned. The office concerned shall have no liability in this regard.
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 G.P. DARLIPALI, SUNDARGARH to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of G.P. DARLIPALI, SUNDARGARH or any other authority under law.
26. Any other instruction towards deduction from income received by Govt. from time to time will be strictly followed.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the G.P.

DARLIPALI,SUNDARGARH will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Manpower Service Provider, to the content of the loss or Delegation in monetary terms.

28. **The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration to employed persons and non-deposit of statutory dues with the concerned agencies like E.P.F., E.S.I., and Service Tax etc.** The G.P. DARLIPALI,SUNDARGARH will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding stations dues of the service provider to statutory authorities.
29. **In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider, the same should be reported to the Police through the head of office at the earliest.** However, the loss arising out of theft/damage of Govt. property shall be borne by the manpower service provider (by way of adjustment from the Performance Security Deposit/unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

FINANCIAL

30. The Financial bid should be accompanied with an Earnest Money Deposit(EMD), refundable without interest, of **Rs. 30,000/-** (Rupees Thirty thousand) only, in the form of Demand Draft/Bankers Cheque drawn in favour of the Principal, Govt. Polytechnic, **Darlipali,Sundargarh, Odisha- 770025** payable at **Darlipali** failing which the tender shall be rejected out rightly.
31. **The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage)/Financial Bid (Second competition stage) shall be returned to them without any interest within 30 days.**
32. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without assigning any reason.
33. **Method for Evaluation of Financial BID:-**
As the take home remuneration per month, EPF. ESI are fixed as per the State Govt./Govt. of India instructions from time to time, No comparison will be made with respect to the amount quoted by the bidders. It will be paid as per the Govt. norms. **The comparison will be made only in respect of rate quoted against service charge.**
- The financial bids of service providers whose technical bids are found to be in order and accepted will be evaluated only in respect of service charge.** The lowest rate quoted in respect of service charges will be awarded with the contract. If the minimum rate quoted for service charge by different bidder will be same the following method will be adopted for evaluation.
- i) If the rate quoted by the bidder in respect of the service charges will be same, the firm with **highest years of experience in providing manpower on**

outsourcing basis to Govt. Educational Institutions (including Govt. ITIs) will be awarded the contract.

- ii) If the years of experience become same, then the firm which has deployed the **highest number of Manpower in Govt. Educational Institutions last year i.e. during 2023-24** will be awarded the contract.
- iii) If the number of Manpower deployed during the year 2023-24 becomes same, then the bidder having **highest turnover during 2023-24** will be awarded the contract.
- iv) If the turnover during 2023-24 become same, then the firm with **highest years of experience in providing manpower on outsourcing basis to Govt. Polytechnics/Govt. Engg. Schools during 2023-24** will be awarded the contract.
- v) If the experience in providing manpower to Govt. Polytechnics/ Govt. Engg. Schools during 2023-24 become same, then the contract will be awarded **through lottery**.

34. The successful bidder will have to deposit a Performance Security Deposit 10% of the contract value in the form of Fixed Deposit Receipts (FDR) made in the name of the agency but hypothecated to the Principal, Government Polytechnic, Darlipali, Sundargarh, Odisha- 770025 or in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 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.

35. 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.

36. The Manpower service Provider shall furnish the bill, in triplicate, along with attendance sheet duly verified by the authorized officer of G.P. DARLIPALI, SUNDARGARH in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released within the second week of the succeeding month.

37. 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 G.P. DARLIPALI, SUNDARGARH.

38. The amount of penalty calculated @ 100/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower service provider shall be deducted from its monthly bills in the succeeding month.

39. 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 of 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 i.e. Sambalpur.
41. The successful bidder will enter in to an agreement with G.P. DARLIPALI, SUNDARGARH for supply of suitable and qualified manpower as per requirement of this Institute on the above terms and conditions.
42. **The employer's share of contribution towards E.P.F. and E.S.I., G.S.T. (if applicable), other statutory dues and Service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee.** The man power service provider shall deposit all statutory dues with the concerned authority and claim the same from the concerned Govt. department/office along with its service charge by producing documentary proof of payment.
43. **The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the man power service provider from the minimum take home remuneration of the employee** for deposit of the same with the concerned authorities.
44. **The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage.**



MANDATORY DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID.

1. Application-Technical Bid duly filled in.
2. DD/BC of Rs.1000/- towards cost of Tender documents.
3. DD/BC of Rs.30,000/- towards Earnest Money Deposit.
4. Attested copy of registration of agency with appropriate authority.
5. Certified copy of the statement of bank account of agency for the last three financial years i.e. 2021-22, 2022-23 & 2023-24.
6. Attested copy of PAN/GIS Card.
7. Attested copy of the latest IT returns filed by agency for the last three financial years i.e. 2021-22, 2022-23 & 2023-24.
8. Attested copy of Valid License issued by Labour Department, Govt. of Odisha.
9. Attested copy of the Valid License of Home Department, Govt. Of Odisha.
10. Attested copy of Valid G.S.T. registration certificate.
11. Attested copy of the Valid E.P.F. registration letter/certificate.
12. Attested copy of the Valid E.S.I. registration letter/certificate.
13. Certified documents in support of the financial turnover of the agency.
14. Attested copy of documents issued by appropriate authorities regarding supply of manpower on outsourcing basis to Govt. Educational Institutions (preferably Govt. Polytechnics/Govt. Engg. Schools/ Govt. ITIs) & successful execution of contract.
15. Copy of the terms and conditions of Manpower Outsourcing of Tender document with each page along with the Annexure duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
16. EPF & ESI Challan and E.C.R. confirmation slip latest copy showing more than 100 persons of Five Government organisations.
17. Proof regarding Annual turnover of the manpower service provider in respect of supplying manpower service only amounting to Rs. 50lakh certified by duly registered Chartered Accountant.
18. All pages of the tender documents submitted must be self attested.

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

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

1. List of Manpower shortlisted by agency for deployment in Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Police verification report to the effect that the person concerned does not have any criminal case pending against him.
4. Any other document considered relevant.
5. Undertaking from deployed persons to perform assigned duty satisfactorily.



AGREEMENT FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS

This Agreement is made on this _____ day of _____ Between the Principal, G o v e r n m e n t Polytechnic, Darlipali, Sundargarh, Odisha-770025 herein after referred to as the first party (Authority).

AND

M/s _____
represented by Sri _____ herein after called the second party (Manpower Service Provider) which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the " Authority " desires that the services of " _____ " are required in Govt. Polytechnic, Darlipali, Sundargarh, Odisha-770025;

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

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority to the Manpower Service Provider" the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as per requisition of Govt. Polytechnic, Darlipali, Sundargarh, Odisha-770025 in conformity with provisions of the Terms and conditions, in tender document.
3. That the "Authority" hereby further agrees to pay the "Manpower Service provider" as per the contract price at the time and in the manner prescribed in the said Terms and conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the tender.
5. That this agreement is valid up to one year from the date of executing order by the Service Provider.
6. That the termination of this contract shall be effected due to any reason as per terms & condition of tender by either party with a prior notice of one month.

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

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

Signature of the Authority
(An officer acting in the
for and on behalf of the

In the presence of witness:-

Witness :
1. Name
Address
2. Name
Address

Witness :
1. Name
Address
2. Name
Address



ANNEXURE

TERMS & CONDITIONS OF MANPOWER OUTSOURCING AGREEMENT

1. The agreement may be commenced from **20th Aug - 2024** and may continue till 19th Aug 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 **19th August, 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 sub contract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The agreement, at present, has tentative requirement of a) Sweeper – 01
b) Watchman – 03 Nos, The requirement of manpower of the office may further increase or decrease marginally, during the period of initial contract & also the Bidder should have to provide additional manpower services, if required, on the same terms and conditions.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed as breach of terms of agreement making it liable for legal action in addition to termination of the Agreement.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the manpower service provider.
8. The persons deployed shall be required to report for work at the scheduled time at **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** and perform his/her duty for 08 hours daily excluding half an hour of Lunch break. In case of Administrative exigency, he/she may be required to work beyond the scheduled duration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
09. The Manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the concerned Officers of **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** so that optimal services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of manpower services deployed in **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025** shall be that of the manpower service provider and the Principal, Govt. Polytechnic, **Darlipali, Sundargarh, Odisha- 770025** 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 prescribed by government from time to time duly released from this office and produce such evidence as may be required by the Office concerned.
11. **For all intents and purposes, the manpower's service provider shall be the "Employer"** within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the manpower service Provider shall not have any claim whatsoever like employer and employee relationship with **Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025**
12. **The manpower service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed.** The Principal, Government Polytechnic, Darlipali, Sundargarh, Odisha- 770025 shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 and an Authorized representative of the manpower service Provider.
13. The Govt. Polytechnic, Darlipali, Sundargarh, Odisha- 770025 shall not be responsible for any financial loss or any inquiry to any person deployed by the manpower service provider in the course of their performing the functions/duties, or after expiry of the agreement.
14. The person deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the current or after expiry of the agreement.
13. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the manpower, Service Provider shall not be entitled to and shall have no claim for any absorption on regular basis or in other capacity.
14. **The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at Govt. Polytechnic, Darlipali, Sundargarh, Odisha-770025** 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.
15. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of registration to those effect should be submitted. The Manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost .

16. The Manpower Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable.
17. The persons deployed by the Manpower Service Provider should have clean track records and no criminal case should be pending against them.
18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and change the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline, misbehaviour, misconduct by the persons deployed.

LEGAL

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

will have no liability towards non-payment of remuneration to the persons deployed by the Manpower Service Provider and the outstanding dues of the service provider to statutory authorities.

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

FINANCIAL

29. If the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without assigning any reason.
30. The Agency will have to deposit a Performance Security Deposit 10% of the contract value in the form of Fixed Deposit Receipts (FDR) made in the name of the agency but hypothecated to the Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha-770025 or in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. Polytechnic, Principal, Govt. Polytechnic, Darlipali, Sundargarh, Odisha-770025 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.
31. In case of breach of any terms and conditions attached to this agreement, the Performance security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
32. The Manpower service Provider shall furnish the bill in triplicate, along with attendance sheet duly verified by the authorized officer of G.P. DARLIPALI, SUNDARGARH in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released within the second week of the succeeding month.
33. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the G.P. DARLIPALI, SUNDARGARH.
34. The amount of penalty calculated @ 100 per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower service provider shall be deducted from its monthly bills in the succeeding month.
35. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the provision encountered at a later stage.
36. In the event of any dispute arising in respect of the clauses of the agreement of the

same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority of controlling officer for his decision and the same shall be binding on all parties.

37. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
38. The successful bidder will enter in to an agreement with G.P. DARLIPALI, SUNDARGARH for supply of suitable and qualified manpower as per requirement of this Institute on the above terms and conditions.
39. **The employer's share of contribution towards E.P.F. and E.S.I., G.S.T., other statutory dues and Service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee.** The man power service provider shall deposit all statutory dues with the concerned authority and claim the same from the concern Govt. department/office along with its service charge by producing documentary proof of payment.
41. **The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the man power service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.**
42. **The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome problems if any encountered at a later stage.**

