# **TENDER DOCUMENTS**

#### FOR

# SELECTION OF MANPOWER SERVICE PROVIDER FOR IGIT, SARANG

INDIRA GANDHI INSTITUTE OF TECHNOLOGY
SARANG, DIST-DHENKANAL-759146

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# CONTENTS OF TENDER DOCUMENT

SI No.	Description of contents	Page Number
	Important information to the Bidders	03
2.	Scope of work and general instruction for Bidders.	04-07
3.	Qualification of the personnel to be deployed by the successful service provider	08
4.	Application-Technical Bid	9-10
5.	Declaration	11
6.	Application-Financial Bid	12
7.	Terms and Conditions	13-18
8.	Documents to be provided with technical bid	19
9.	Documents to be submitted by the successful agency before deployment of manpower	20
10.	Sample Agreement	21
11.	Terms and Conditions of Agreement	22-26
12.	Tender Notice	27
13.	Letter of Authorization	28

## TENDER DOCUMENT

# IMPORTANT INFORMATION TO THE BIDDER

a) Availability of tender document

Official web site www.

igitsarang.ac.in

(b) Last date and time for submission of the Tender documents by speed post/ Registered post

up to 04 PM of 03/09/2021

(c) Cost of tender paper : Rs.6000/In shape of DD/Banker's cheque drawn in favour of PRINCIPAL,
IGIT.SARANG Payable at SBI,IGIT.SARANG.

(d) Earnest money Deposit with the technical bid) : Rs.11,000/- to be attached

(e) Date, time and venue of opening of

(i) Technical Bid

Dt: 06/09/2021at 3.00PM

(ii) Financial Bids of eligible Tenders

Dt: 09/09/2021 at 3.00PM

and selection

(iii) Venue

Salar En Charleton

: Office chamber of Registrar, IGIT SARANG.

3

Director Director

I. G. I. T., Surate

Dr. Dienkanal Miles

# SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

- IGIT, SARANG requires the services of reputed, well established and financially sound provide services of Data Entry Operator, Manpower Service Providers to Bearer, Sweeper and Library Professional Assistant on contract basis for day to day official work of IGIT.SARANG
  - The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- IGIT SARANG has tentative requirement of 02(Two) nos of Data Entry Operator, 03 3 (Three) nos of Bearer, 01 no (one) Sweeper and 01 no (one) Library Professional Assistant, The total requirement may increase / decrease.
- The estimated cost of the contract is around Rs.11, 00,000/- (Rupees Eleven lakh) only 4 per year.
- The interested Manpower Service Providers may submit the tender document 6. complete in all respects along with EMD and other requisite documents on or before 03/09/2021 up to 4.00PM addressed to Director, IGIT SARANG At/Po-IGIT SARANG Pin-759146 by registered Post / Speed Post only Director IGIT SARANG is not responsible for any postal delay. The various crucial dates and information relating to "Tender Call Notice for providing manpower Services to IGIT, Sarang "are indicated in the important Information to the Bidder as stated in page-03.
  - The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services" to IGIT, Sarang & "Financial Bid for Providing Manpower Services" IGIT, SARANG.

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Both sealed envelopes should be kept in another sealed envelope super scribing "Tender for Providing Manpower Services to IGIT, SARANG". The tender should be addressed to Director, IGIT, Sarang-759146.

- 8 Earnest Money Deposit (EMD): The bidder applying for above is to submit EMD of Rs.11,000/- (refundable without interest), in the form of Demand Draft / Bankers cheque of any Nationalized bank drawn in favour of Principal, IGIT, Sarang Payable at SBI, IGIT, Sarang failing which the tender shall be rejected summarily. The instrument in original should be necessarily accompanied with the Technical Bid of the service provider.
- 9 The successful Tenderer will have to deposit a Performance security deposit of @1% of the contract value only in form of Bank gurantee/Bank draft/bankers cheque drawn in favour Principal, IGIT, SARANG Payable at SBI, IGIT, SARANG to cover the contract period. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenders.
- 10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" gazetted Officers of the Central Government / Gazetted Officer Government of Odisha) 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's organization.
  - (b) Documentary proof of the registered office and one of the branch offices of the manpower service providers located in Odisha.
  - (c) Documentary proof of 01 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
  - (d) Copy of the bank pass book in the name of the organization alongwith bank statement containing transactions made during the year 2018-19 ,2019-20,2020-21.
  - (e) Copy of PAN / GIR card.

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(f) Copy of the IT return filed for the last three financial year, i.e., 2018-19,2019-20 and 2020-21 (Assessment year 2019-20,2020-21,2021-22).

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- Copy of GST registration certificate & ST-03 return as on 31/03/2021. (g)
- Copies of EPF and ESI registration certificates. (h)
- Copies of EPF Electronic Challan Return (ECR) and remittance (i) conformation slip for the month of December 2020 and January 2021.
- Copy of ESI return as on March 2021 and e-challan of ESI for the month of (i) December 2020 and January 2021.
- Copy of valid Contract labour License (R & A) Act, 1970. (k)
- Copy of the Audited Statement of accounts (Balance Sheet , Profit & Loss A/C (1) etc.) showing minimum annual turnover of 20 lakhs in each FY 2018-19, 2019-20 and 2020-21.
- Copy of single contract on similar work worth Rs.6.00 lakh in each FY 2018-(m) 19, 2019-20 and 2020-21.
- EMD as mentioned in para-08 of the scope of work of the tender document in (n) shape of Demand draft/Bankers cheque.
- DD/Bankers cheque amounting to Rs.6000/- of Tender Document down (0) loaded from web site to be attached with technical Bid.
- Tender Document duly signed and sealed by the authorized person of the (p) service provider in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

- 11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
- 13. The Technical bids shall be opened on the scheduled date and time at 3.00 PM on 06/09/2021 in the office chamber of Registrar, IGIT, Sarang in the presence

Director 08 2021

6 Indira Gandhi Institute of Technology Sarang, Dt. Dhenkanal

MIT -- HER SATURE DE DESIGNACION Of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.

- 14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 3.00 PM on 09/09/2021 in the office chamber of Registrar, IGIT, SARANG 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 Director, IGIT, Sarang reserves the right to annul all **or** any of the bids without assigning any reasons there off.

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# SUCCESSFUL MANPOWER SERVICE PROVIDER AT IGIT, SARANG.

- She/ He should be above 21 years of age and not exceeding 42 years as on 1/03/2021.
- Minimum Educational Qualification of Data Entry Operator (DEO) will be Graduate in any discipline with DCA / PGDCA & having capability in typing 40 word per minutes speed in both Odiya and English.
- Minimum Education Qualification of Bearer must have passed in HSC Examination.
- Minimum Education Qualification of Sweeper is 5<sup>th</sup> standard.
- Minimum Education Qualification of Library Professional Assistant will be Master in Library Science with one year experience in e-Granthalaya Library Management Software.

The candidate shall have working knowledge of English and Oriya.

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### APPLICATION- TECHNICAL BID

## For Providing Manpower Services at 07 nos. IGIT, Sarang.

1.	Name	of		dering	Manpower		Service
2.	Provider: Details of date	Earnest	Money	The state of the s	Markey	P. Craw	Bank
3.	Name of Pro	prietor/ Part	ner / Dire	ctor.			
4.	Full Address	of Register	ed Office:	ë			
	Telephone No			F	ax No.:		
	L-Iviali Addit						
5.	Full Address	of Operatin	g / Branc	h Office:			
	Telephone N	lo. ;		F	ax No.:	_	
	E-Mail Addre	ess:					
6	Name & Telep	hone No. of	Authoriz	ed Officer /			
	Person to liais	se with Field	Office (	s):			-
7.	Banker of M	anpower Se	rvice Pro	vider (Attach	certified copy	of stater	nent of
	A/c for the la	st Three ye	ars):				
	Talankana	lumbar of D	30 30				
8							
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11	E.S.I. R	egistration No.	(Attach attest copy):	
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 Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years on similar contract:

Financial Year	Amount (in lakhs)	Remarks, if any
2020-21		
2019-20		
2018-19		

- Additional desired document / information, if any (Attach Separate Sheet if space provided is insufficient):
- 14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years i.e.2018-19,2019-20,2020-21 in the following format.

(if the space provided is insufficient, a Separate Sheet may be attached)

SI No.	Name of Client	Manpower Service Provided		Amount of	Duration of Contract	
	address, Telephone & Fax No.	Type of manpower provided	No.	contract (Rs. in lakhs)	From	То

Additional information, if any (Attach Separate Sheet, if required):

Date:

Place:

Signature of Authorized Person

Name:

Seal :

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Service On Observation

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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 tende 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.
	ste: Signature of Authorized Person
Pla	sce: Name: Seal :

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#### APPLICATION - FINANCIAL BID

## For Providing Manpower Services, at 07 nos. IGIT, Sarang.

Name of Tendering Manpower Service Provider:

Rate per person per month (8 hours per day) inclusive of all statutory liabilities.
 taxes levies cess etc:

		Monthly Rate per Employee ( Amount in Rupees )						
Si No.		Rate of Minimum wages per Month	Employer share of EPF (in %)	Employer share of ESI (in %)	Other Statutory dues, if any (in %)	Agency Service Charge (in %)	GST (in %)	Total per persor
1	Data Entry Operator							
2	Bearer							

 Library Professional Assistance

4 Sweeper

Date:

Signature of Authorized Person

Place:

Name: Seal :

- Minimum take home remuneration for Data Entry Operator Rs 8880/ per month and Bearer Rs. 8070 per month.
- 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.
- 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. The party has to make payment to the outsourced persons who will be subsequently reimbursed on submission on bills.
- 4 Tender of the Bidder quoted less remunerations than the remuneration mentioned above will be rejected.
  - I.T and other taxes will be deducted as per rule.
  - 6. EPF,ESI,Service tax/GST is to be calculated as per existing rules.Evaluation Committee of IGIT,Sarang is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF,ESI,Service tax/GST rate while determining the lowest-01(L1) bidder. In this regard the decision of Director ,IGIT,Sarang is final and binding to all the bidder.

7. The authority reserves the right to reject all tenders without assigning any reason.

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12

#### TERMS CONDITIONS

#### GENERAL

- The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- The Agreement shall automatically expire on completion of one year from the 2 date of commencement, unless extended further by the mutual consent of the manpower service provider and the authority.
- The Agreement may be extended, on the same terms and condition or with 3 some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
- The manpower service provider shall not be allowed to transfer, assign, pledge 4. 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.
- The manpower service provider will be bound by the details furnished by it to 5. the Authority while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
- The authority reserves the right to terminate the agreement during initial period 6 also after giving 15 days notice to the manpower service provider.
- The person deployed shall be required to report for work at 8.00 AM to 7. 12 00PM and 2 00 PM to 4.30PM.
- The manpower service provider shall nominate a coordinator who shall be B. responsible for immediate interaction with the authorized person of IGIT Sarang so that optimal services of the persons deployed could be availed without any disruption

13

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- 9. The entire financial liability in respect of manpower service deploy in the ,IGIT,Sarang shall be that of the manpower service provider and the ,IGIT,Sarang, concerned 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 evidences as may be required by the ,IGIT,Sarang.
- The payment of remuneration to the manpower has to be through Bank Account only. No cash payment can be made to them.
- 11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the JGIT, Sarang.
- 12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The JGIT, Sarang shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance 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 Director ,IGIT, Sarang and authorized representative of the manpower service provider.
- 13. The IGIT,Sarang shall be 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 in 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

Director

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- 16. The person deployed shall not claim any benefit or compensation 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.
  - 17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate 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.
  - 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. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.
  - 19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
  - 20. The person 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 IGIT, Sarang concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

#### LEGAL

21. The person deployed shall be responsible 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 application laws besides, action for breach of contract.

Director

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- 22. 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 IGIT, Sarang. The IGIT, Sarang shall have no liabilities 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 IGIT, Sarang to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the IGIT, Sarang.
- 24. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the IGIT, Sarang or any other authority under law.
- 25. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the IGIT, Sarang.

\*Note: Registration/ License under the Contract Labour (Regulation and Abolit ion)
Act, 1970 is applicable to Manpower Service Provider employing more than 07
(Seven) workmen.

- 26. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the IGIT, Sarang is put to any loss/obligation, monetary or otherwise, IGIT, Sarang will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
- 27. The Agreement is liable to terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The IGIT, Sarang 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 IGIT, Sarang concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

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16

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#### FINANCIAL

- 28. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of Rs.11,000/- only as per para-08 of Scope of work and general instructions to the bidders in the form of demand draft drawn in any Nationalized Bank in favour of Principal,IGIT,Sarang Payable at IGIT,Sarang failing which the tender shall be rejected out rightly.
- 29. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 10 days from date of place in the order, the EMD shall stand forfeited without giving any further notice.
- 30. The successful Tenderer will have to deposit a Performance security deposit of @1% of the contract value only in form of Bank gurantee/Bank draft/bankers cheque drawn in favour Principal,IGIT,Sarang Payable at SBI,IGIT,Sarang to cover the contract period. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenderers. In case of renewal,the amount of performance security deposit is to be determined by the Principal,IGIT,Sarang taking in to account the contractual obligation of the manpower service provider.
- 31. In case of breach of any terms and conditions attached to the 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 will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel, attendance sheet duly verified by concerned authority of IGIT, Sarang alongwith the bill (in triplicate). There after it shall be reimbursed by Principal, IGIT, Sarang after verification.
- 33. The claim in bills regarding employees' state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill

17

Director

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Sarang, Dt. Dhenkanal

- or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Principal, IGIT, Sarang ..
- 34. 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 manpower service provider shall be deducted from its monthly bills in the succeeding month.
- 35. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
- 36. 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/her decision and the same shall be binding on all parties.
- All disputes shall be under the jurisdiction of the High court, Orissa Cuttack.
- The successful bidder will enter into an agreement with Director, IGIT, Sarang for supply of suitable and qualified manpower as per requirement of IGIT, Sarang on the above terms and condition.

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18

#### DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

Application -Technical Bid.

Registration certificate of the applicant's organization.

- Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Odisha.
- Documentary proof of 01 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
- Copy of the bank pass book in the name of the organization alongwith bank statement containing transactions made during the year 2018-19,2019-20 and 2020-21.

Copy of PAN / GIR card.

- Copy of the IT return filed for the last three financial year,i.e. 2018-19,2019-20 and 2020-21.
- Copy of GST registration certificate & ST-03 return as on 31/03/2021.
- Copies of EPF and ESI registration certificates.
- Copies of EPF Electronic Challan Return(ECR) and remittance conformation slip for the month of December-20 & January'21.
- 11 Copy of ESI return as on March 2021 and e-challan of ESI for the month of December-2020 & January 2021.
- Copy of valid Contract labour License (R & A) Act, 1970.
- Copy of the Audited Statement of accounts (Balance Sheet ,Profit & Loss A/C etc.) showing minimum annual turnover of 20 lakhs in each FY 2018-19,2019-20,2020-21:22103
- 14. Copy of single contract on similar work worth Rs.6.00 lakh in each FY 2018-19,2019-20 and 2020-21.
- 15. EMD as mentioned in para-08 of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
- DD/Bankers cheque payable at IGIT, Sarang amounting to Rs.6000/- in Tender Document down loaded from web site.
- Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

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Sarang, Dt. Dhenkanal

19

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

- 1. List of Manpower short listed by agency for deployment in IGIT, Sarang will be submitted to Director ,IGIT, Sarang containing full details i.e. date of birth, marital status, address, educational qualifications etc.
- 2. Bio-data of all persons

3. Any other document considered relevant.

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	AGREEMEN	II
	reement on made on this	day of between the
Director	IGIT, Sarang represented by	herein after referred to
as the	"Authority" which expression shall, whe	re the context so requires or admits,
also inc	lude its successors or assigns of the one	part.
	And	
M/s	represented by Si	i
	after called the "Manpower Service Pro	
the con	itext so requires or admits also include	its successors or assignees of the part
Wherea	as, the "Authority" desire that the service	e of are required in
	(IGIT,Sarang )Department/of	
	nereas the "Manpower Service Provider conformity with the provision of the agre	r" has offered its willingness to the
And wh	ereas the "Authority" has finalized the ra	te as per the terms and conditions of
100	is agreement witnesses as below:-	
1	That the annexure containing the term	ns and conditions shall be deemed to
7.7	form and to be read and constructed a	
2.	That in consideration of the payment	
	"Manpower Service Provider", the "I	Manpower Service Provider" hereby
	agrees with the "Authority" to provi	vide personnel to be engaged as
	(name of the office) in conformity conditions.	with the provisions of the terms
3.	That the "Authority" hereby further a Provider the contract price at the time	
-	said terms & conditions.	and aring it about he notified as not the
4	That in the event of any dispute that n	nay anse it shall be settled as per the
5.	terms and conditions of the contract.	ar .
Э.	That this agreement is valid for one ye	ai
IN V	VITNESS WHEREOF the parties have c	aused their respective common seals
	e here unto affixed or have here unto se	
	day and year first written above.	The response to the same and
Sign	nature of the officer authorized	
to s	gn on behalf of Manpower Service	Signature of Director, IGIT
Pro	vider	Sarang.
		In the presence
		of witness
	e presence of witness	

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

Director Director Sarang, Dt. Dhenkanal

21

#### ANNEXURE

#### TERMS & CONDITIONS OF THE AGREEMENT

- 1. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- The Agreement shall automatically expire on completion of one year from the date of commencement, unless extended further by the mutual consent of the manpower service provider and the authority.
- The agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for 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 right 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 to submit the details to the authority while submitting the tender or at a subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of agreement.
- The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
- 7. The persons deployed shall be required to report for work at IGIT, Sarang he/she would not be paid any extra remuneration. 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.

 The person deployed may be called on holidays to attend duty and shall not paid extra remuneration by this office on attending such duty.

Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

- The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Director, IGIT, Sarang so that optimal services of the persons deployed could be availed without any disruption.
- 10. The entire financial liability in respect of manpower service deploy in the IGIT, Sarang be that of the manpower service provider and the IGIT, Sarang 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 evidences as may be required by the IGIT, Sarang
- The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
- 12. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the Director JGIT, Sarang.
- The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Director IGIT, Sarang, in no way be responsible for settlement of such issues whatsoever. In case the Grievance 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 Director , IGIT, Sarang concerned and authorize representative of the manpower service provider.
- 14. The IGIT,Sarang 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.

Director 2 08 20 0, Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

- 16. In case of termination of this agreement in 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 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.
- 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 certificate 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 of 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. The manpower service provider shall be responsible for contributions towards Provident Fund and Employees state insurance, whatever applicable.
- The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
- 21. The person 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 IGIT, Sarang The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
- 22. The person deployed shall be responsible 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 application laws besides, action for breach of contract.

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- 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 IGIT Sarang have no liabilities 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 IGIT, Sarang concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy 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 the IGIT, Sarang or office concerned or any other authority under law.
- 26. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the IGIT Sarang or office concerned.
- 27. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the IGIT, Sarang or the office concerned is put to any loss/obligation, monetary or otherwise, the IGIT, Sarang will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
- 28. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The IGIT, Sarang or office concerned 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 IGIT. Sarang or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.

Indira Gandhi Institute of Technologi Sarang, Dt. Dhenkanal

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- In case of breach of any terms and conditions attached to the agreement, the 29. performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
- The manpower service provider will be responsible for payment of 30. wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel, attendance sheet duly verified by IGIT, Sarang along with the bill (in triplicate). There after it shall be reimbursed by Director .IGIT Sarang after verification.
- The claim in bills regarding Employees State Insurance, Provident Fund & 31. Service Tax, etc. should necessarily accompany 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 Director .IGIT, Sarang or office concerned.
- The amount of penalty calculated @Rs.100/- per day on account of delay, if 32. any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
- The authority reserve the right to withdraw or relax any of the terms and 33. conditions mentioned above so as to overcome the problem encountered at a later stage.
- In the event of any dispute arising in respect of the clauses of the agreement 34. the same shall be resolved through negotiation. Alternatively the dispute shall be refer to the next higher authority for controlling officer for his decision and the same shall be binding on all parties.
- The wages of cutsourcing staff will be enhanced as per the enhancement of 35 Government of Odisha.

All disputes shall be under the jurisdiction of the High court. Orissa, 36. Cuttack.

Indira Gandhi Institute of Technology

# INDIRA GANDHI INSTITUTE OF TECHNOLOGY (IGIT) SARANG, DHENKANAL, ODISHA-759146 Government of Odisha

#### Tender Notice

No. IGIT/Em/

Notice inviting Tender for award of contract for providing watch & ward services.

Sealed tenders are invited under two bid system from reputed service provider with experience in providing watch & ward for a period of one year w.e.f. the date of effectiveness of the agreement on contract basis for their engagement in I.G.I.T., Sarang, Dhenkanal, Odisha.

The detailed information for outsourcing the service by deploying the personal has been given in the Tender Document which may be download from the website www.igitsarang.ac.in. The download tender document should be accompanied with a D.D for Rs.6.000.00 along with the tender bid. The EMD of Rs.11.000.00 (Rupee Eleven Thousand only) should also be paid by demand Draft in favour of the Director, IGIT, Sarang ,Dhenkanal, Odisha payable at S.B.I, Sarang along with technical bid. The last date, time and place for submission of the tender document is dt.03.09.2021 by 4.00 P.M through Regd./Speed post to the Office of Director, IGIT, Sarang.

Any corrigendum(s) shall be communicated through the tender section on the website www.igitsarang.ac.in.

Sd/-DIRECTOR

Date.

Director 03 ) =8 | 2019

Indira Gandhi Institute of Technology

# LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

	Tender No:					
1.G.1	Director I.T., Sarang nkanal-759146					
Dear Sir,						
Subject:	Authorization	for	attending	bid	opening	on
Manpower S	Services for Commerc				in the Tender	for
Following F above on be given below	Persons are hereby au half of	thorized to	attend the bid	opening for (Bidder	the tender ment in order of prefe	ioned
Order of Pre Signature 1.	ference	1	Name		Specimen	1
2						
Or						
	orized to sign the bid on behalf of the bidder					
	s: aly one representative ermission for entry t			opened ma	ay be refused in	case

Indira Gandhi Institute of Technology Sarang, Dt. Dhenkanal

authorization as prescribed above is not produced.