

TENDER DOCUMENT

FOR

MANPOWER SERVICE PROVIDER
FOR TECHNICAL AND NON TECHNICAL

INDIRA GANDHI INSTITUTE OF TECHNOLOGY (IGIT)
SARANG, DHENKANAL, ODISHA-759146

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

Tender Notice

No. IGIT/EM/

Date.

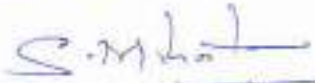
Notice inviting Tender for award of contract for providing services of Technical & Non-Technical Staff.

Sealed tenders are invited under two bid system from reputed service provider with experience in providing Manpower 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 to provide Manpower through deploying Technical & non-Technical 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.10,000.00 along with the tender bid. The EMD of Rs.68,000.00 (Rupee Sixty Eight 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


Director 03/09/2021
Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

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. 10,000/-
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. 68,000/- to be attached
- (e) Date, time and venue of opening of
(i) Technical Bid Dt: 07/09/2021 at 10.30AM
(ii) Financial Bids of eligible Tenders and selection Dt: 09/09/2021 at 10.30AM
(iii) Venue : Office chamber of Registrar, IGIT SARANG.

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To

The Director
I.G.I.T., Sarang
Dhenkanal-759146

Dear Sir,

Subject: Authorization for attending bid opening on
(Date) in the Tender for Manpower Services for Commercial Tax Department (tender no: -----
--)

Following Persons are 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
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Signature:

1.

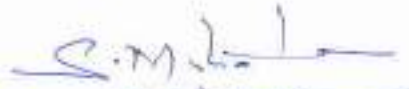
2.

Or

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

Notes:

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.


03/08/2024

Director
Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The IGIT Sarang, Dhenkanal has decided to modernize the campus with a view improving the service of maintenance with minimum time. At present, the process of maintenance is manual & time consuming. One of the prime reason for the above is lack of mechanism & manpower resources. In order to negotiate those problems, Technical & non- Technical persons are required who can render the better service.

1. The I.G.I.T, Sarang ,Odisha (herein after called "**Authority**") requires the services of reputed, well established and financially sound **Manpower** services Provider having experience in providing manpower (herein after called "**Service Provider**") to provide services of Security Guard staff on contract basis for their engagement in I.G.I.T, Sarang, Dhenkanal .
2. 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.
3. This Department has tentative requirement of the manpower as given below

Sl.No	Name of the post	Number	I.G.I.T Sarang
01	J.E Civil	01	
02	Electrician	06	
03	Electrician Helper	07	
04	Sweeper	14	
05	Supervisor	01	
06	Bearer	02	
07	Pump Operator	01	
08	Plumber	01	
09	Welder	01	
10	Data Entry Operator	01	
11	Gardener(Mali)	08	

The requirements may increase/decrease in any/ all the category. Due to the aurous nature of duty, male candidates are preferred. The personnel shall be deployed in 3 shift on 24x7 basis.

4. The interested "**Service Providers**" may submit the tender document complete in all respects along with earnest Money Deposit (EMD) of **Rs.68,000/-**(Rupees Sixty Eight Thousand only)and other requisite documents by 03.09.2021 up to 4.00 P.M through Regd./Speed post to the Office of the Director, IGIT Sarang, Dhenkanal.

5. The various crucial dates relating to "Tender for Providing Manpower Services to the IGIT Sarang, Dhenkanal" are cited in the 3rd page of the tender document.
6. **E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.**
7. The tender has been invited under **two bid system** i.e Technical Bid and financial Bid. The interested Service Provider are advised to submit two separate envelopes super scribing "Technical Bid for providing Manpower Services to IGIT Sarang, Dhenkanal" and "Financial Bid for Providing Manpower Services to IGIT Sarang, Dhenkanal". Both sealed envelopes should be kept in third sealed envelope super scribing "Tender for Providing Manpower to IGIT Sarang, Dhenkanal".
8. The Earnest Money Deposit(EMD), refundable (without interest), should be in the shape of Demand draft/Pay Order drawn in favour of the Director I.G.I.T Sarang and it should accompany the technical Bid **Failing which the tender application shall be rejected summarily.**
9. The successful tenderer will have to deposit a Performance Security Deposit of one month employees' remuneration including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, I.G.I.T Sarang covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
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.

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(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

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State Government/ Central Government Departments/PSU on similar work.

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(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-

(e) Copy of PAN / GIR card.

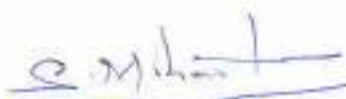
(f) Copy of the IT return filed for the last three financial year, i.e., 2018-19, 2019-20 and 2020-21 (Assessment year 2019-20, 2020-21, 2021-22


23/08/2024
Director

- (g) Copy of GST registration certificate & ST-03 return as on 31/03/2021.
- (h) Copies of EPF and ESI registration certificates.
- (i) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of December'2020 and January'2021.
- (j) Copy of ESI return as on March 2021 and e-challan of ESI for the month of December'2020 and January'2021.
- (k) Copy of valid Contract labour License (R & A) Act, 1970.
- (l) Copy of the Audited Statement of accounts (Balance Sheet ,Profit & Loss A/C etc.) showing minimum annual turnover of 30 lakhs in **each** FY 2018-19, 2019-20 and 2020-21.
- (m) Copy of single contract on similar work worth Rs.10.00 lakh in **each** FY 2018-19, 2019-20 and 2020-21.
- (n) EMD as mentioned in para-08 of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
- (o) DD/Bankers cheque amounting to Rs.6000/- of Tender Document down loaded from web site to be attached with technical Bid.
- (p) 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.

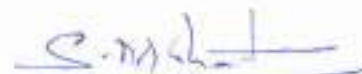
The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

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03/18/2021
Director
Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

- 11 Any conditional bids shall not be considered and will be out rightly rejected in the 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. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. **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 initialed by the person authorized to sign the tender bids.
- 13 The Technical's bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Services Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.
- 14 The Financial Bid of only those tenderers will be opened whose Technical bids are found to in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers. If any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest) L2) bidder would be considered by the committee.
- 15 The competent authority i.e of the Director I.G.I.T Sarang reserves the right to cancel all bids without assigning any reason.
- 16 The Authorized signatory shall submit the letter of authorization.
- 17 The quoted rates shall not be less than the minimum wages fixed /notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF &ESI contribution.
- 18 The registered office or one of the branch offices of the Services Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open branch office within 7 days of the signing the agreement.

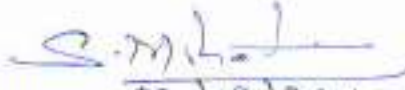
- 19 All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
- 20 The Director I.G.I.T Sarang reserves the right to call for any document in original including the bank account to verify the veracity of the documents.
- 21 The Service is required for 365.0 days for all Categories.
- 22 The functional control of the Manpower rests with the Institute Authority, but the tenderer will have the disciplinary/technical control over the security staff deployed.
- 23 The tenderer shall take notice of all complaints against Manpower and take suitable disciplinary action against the staff and report the institute Authority.
- 24 The tenderer shall be responsible for any theft, pilferage or other damages to the property of the Institute directly attributable to the negligency of the staff.
- 25 The members of the Manpower shall not be allowed to become members of any trade unions or take part in any agitational activities and if they are found as participating, they shall be removed forth with by the tenderer. All the Manpower personnel of the tenderer will have to stay in the barrack provided in the campus and electricity and water charges will be borne by the tenderer if such facilities are provided by the Institute Authority.
- 26 The Institute Authority shall have no liability to give any scope for employment to the persons as engaged by either directly or indirectly by the tenderer in I.G.I.T, Sarang.
- 27 The Manpower will be maintained on the rolls of the tenderer who will pay their salaries allowances etc. as per tender/agreement and to meet the cost of dresses, equipment (Touiches with three cells lathies, whistles etc.) and pay the welfare benefits, one day leave in a week, E.S.I contribution, Provident Fund Contribution and other benefits according to existing labour laws. The tenderer will pay the salaries of the Manpower directly to their Bank account and a copy of the salary payment sheet is to be submitted by the tenderer within a period of three days from the date of payment, and provided further that incase of failure of the tenderer to timely disbursement the wages of the security personnel engaged, the Institute Authority may disburse the same on behalf of the tenderer and in such cases the payment made to the individual/staff shall be deemed to be payment duly made towards the dues of the tenderer.


23/08/2014
Director

TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfill the following technical specification:

1. The bidder may be proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted.
2. The Service Provider should have at least **three years'** experience in providing manpower (preferably It personnel) to Government Departments /Public Sector Companies/Banks Etc. The Service Provider should have executed a minimum of three manpower deployed contracts in Odisha during the preceding three year period.
3. The Service provider must have a minimum turn-over of **Rs.30.00** Lakhs per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.
4. There should be no case of pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
5. The Service Provider should be duly registered with the Service Tax Authorities and having valid labour license under Contract Labour (Regulation & Control Act, 1970).
6. The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees state Insurance Acts.
7. The Service Provider should have its own Bank Account.
8. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, The successful bidder will have to open branch office within the jurisdiction of the user Department/ Office within 7 days of the signing the agreement.


Director
23/08/2024
Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL SERVICE PROVIDER IN THE IGIT SARANG, DHENEKANAL
ODISHA**

Sl.No	Designation of the Employee	Quantity	Age	Remarks
1	J.E Civil	01	25-45	5 years experience in Civil work
1	Electrician	06	21-40	Must have passed ITI Electrical trade with 2 years of working experience
2	Electrician Helper	07	21-40	Must have passed ITI
3	Sweeper	14	21-40	He must be Physically fit and mentally sound and should be fit to work even in odd hours
4	Supervisor	01	21-40	He must have passed in HSC Examination
5	Bearer	02	21-40	3 Years experience Office Bearer work
6	Pump Operator	01	21-40	3 Years experience in Operating work with ITI
7	Plumber	01	21-40	3 Years experience in Plumbing work with ITI
8	Welder	01	21-40	3 Years experience in Welding work with ITI
9	Data Entry Operator	01	21-40	3 Years experience in Computer work
10	Gardener(Mali)	08	21-42	5 Years experience in Gardening work


 23/08/2021
Director
Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal

APPLICATION – TECHNICAL BID

(For providing Manpower Services to IGIT Sarang, Dhenkanal, Odisha)

1. Name of Tendering Service Provider: _____

2. Status (proprietor/partner/
Director): _____

3. Details of Earnest money Deposit: Dd No. _____ date _____
Of Rs. _____ drawn on Bank _____

4. Full Address of Registered:
Office _____

- Telephone No. _____
FAX No. _____
E-mail Address _____

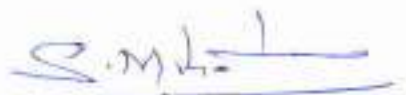
5. Full Address of Operating /
Branch Office _____

- Telephone No. _____
FAX No. _____
E-mail Address _____

6. Name & Telephone no. of :
Authorized office/ person
To liaise with Field Office(s) _____

7. Banker of the service Provider: _____
(Attach certified copy of statement of
A/C for the last 3 consecutive years)

- Telephone Number of Banker _____


Director
05/08/2011

8. (a) PAN/
(b) GST No. : _____
(Attach attested copy)
9. Service Tax Registration No. : _____
(Attach attested copy)
10. E.P.F. Registration No. : _____
(Attach attested copy)
11. E.S.I Registration No. : _____
(Attach attested copy)
12. Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970
13. Financial turnover of the tendering **Service Provider** for the last 3 consecutive financial years

Financial Year	Amount (Rs. In Lakh)	Remarks, if any
2020-21		
2019-20		
2018-19		

14. Additional information, if any;
(Attach separate sheet if space provided is insufficient)
15. Give details of minimum 3 such contracts handled by the tendering Service Provider during the last three consecutive years in the following format
(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No	Name of the client, address, Telephone & Fax no.	Manpower Services provided		Amount of contract (Rs. Lakh)	Duration of contract		Remark
		Type of Manpower Provided	No.		From	To	

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

Date:
Place:

Signature of the authorized person
Name:
Seal :

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23 Feb 2021
Director
Indira Gandhi Institute of Technology,
Sarang, Dt. Dhenkanal

DECLARATION

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

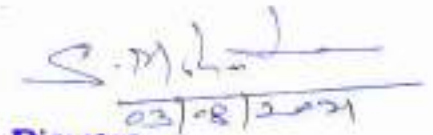
Date:

Place:

Signature of the authorized person

Name:

Seal:



S. M. Chandra
03/08/2021

Director

**Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal**

FINANCIAL BID

(The financial bid to be enclosed in a separate sealed envelope)

To

The Director,
I.G.I.T., Sarang,
Dhenkanal

I/we wish to submit our rates tenders for providing Manpower at I.G.I.T. Sarang. By deployment Technical & Non Technical Person, as per requirement of the Bid Document, on the following rates in figure & word.

Description	Rate of minimum wages Per month	Rate of EPF in %	Rate of ESI in %	Agency service charges in %	Service Tax/GST in %	Any Other Charges in %	Total
1. J.E. Civil							
2. Electrician							
3. Electrical Helper							
4. Supervisor							
5. Sweeper							
6. Bearer							
7. Pump Operator							
8. Welder Helper							
9. Welder							
10. Data entry Operator							
11. Gardener(Mali)							

Note:-

1. If a firm quotes Nil charges/consideration over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered. I/we agree to the forfeiture for the earnest money and Security money deposited by me/us in connection with this tender if I/we fail to comply with any of the terms & conditions in whole or in part as laid down in the Tender Document. We have carefully read in the terms and conditions of the tender and agree to abide by these in letter and spirit.
2. As & when the VDA/minimum wages are enhanced by the GOVT. of Odisha, The same would be paid, however, the enhanced rate will be reimbursed by the first party.

Signature.....

Name, address and Seal of agency with phone No.....

S. Mishra
03/08/2014

Director
Iodira Gnanhi Institute of Technology
Sarang, Dt. Dhenkanal

Notes:

1. The minimum take home remuneration for J.E. Civil Rs.16,880.00 per month, Electrician is Rs.9,500.00 per month, for Electrician Helper Rs.8,390.00 per month, for Sweeper Rs.8,070.00 per month, Supervisor for sweeping work Rs.8,390.00 per month, for Bearer Rs.8,070.00 per month, for Pump Operator Rs.8,390.00 per month, for Plumber Rs.8,390 per month, for Welder Rs.8,390.00 per month, for Data Entry Operator Rs.8,880.00 Per month for Gardener(Mali) Rs.8,070.00 per month . The take home remuneration for Electrician, Electrician Helper, Sweeper, Staff shall not be less than the minimum wages fixed/notified by the Government of Odisha.
2. The total rates quoted by the tendering Service Provider should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duly has been performed by each manpower as certified by the Authority.

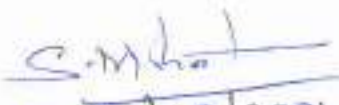
TERMS & CONDITIONS

GENERAL

1. The agreement shall commence w.e.f the date of effectiveness of the agreement 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 effectiveness of the agreement commences w.e.f the date when the total manpower required is provided.
3. The agreement shall be for a period of one year w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Department at present has tentative requirement of 1 no J.E. Civil, 6 nos of Electrical, 7nos. of Electrical Helper, 14 nos of Sweepers, 1 no of Supervisor for sweeping work, 2 nos of Bearer, 2 nos of Pump Operator, 1 nos of Plumber, 1 nos of Welder, 1 nos of Data Entry Operator 8 Nos Gardener(mali). The requirement of the department may further increase marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services. If required, on the same terms and conditions.
6. The service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage. It would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.


02/08/2024
Director
Indira Gandhi Institute of Technology
Sarang, Dt. Dhenkanal


7. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
8. The Service provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the department so that optimal service of the persons deployed should be availed without any disruption. The coordinator shall work under the guidance of the Officer in charge of the Institute.
9. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Department of office concerned.
10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
11. The service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The department shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with Office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
16. The Service Provider must be registered with the concerned Govt. authorities, i.e. labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Central Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost.


03/08/2021
Director

17. In the event of any engaged personnel being on leave/absent, the service Provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
18. The Service Provider will provide a list of candidates for all the posts. The selection Committee constituted by the I.G.I.T, Sarang will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on Panel" for replacement to meet urgent additions at short notice. The IGIT reserves the right to appoint/reject any candidate based on merits of the candidates.
19. The persons deployed by the service Provider should have good police 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 enhance the image of the department or office concerned. The Service Provider shall be responsible for any of indiscipline on the persons deployed.
21. The Service Provider can't claim to enhance the wages/rate in between the agreement period.

LEGAL

22. The persons 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 Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action to breach of contract.
23. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wage payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the IGIT.
24. The Service Provider shall also be liable for depositing all taxes, levies, cases etc. on account of service rendered by it to the Department or Office concerned 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 Department or office concerned.


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25. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
26. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
27. In case, the 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 Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Service Provider shall be held responsible for any loss/damage to the equipments and instruments the IGIT provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the IGIT.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills adjusted from the Performance Security Deposit.
30. The decision of IGIT in regard to interpretation of the Term & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **[Rs.68,000/-]**, refundable without interest, in the form of Demand Draft/ Pay Order drawn in favour of the Principal, IGIT Sarang **failing which the tender shall be rejected out rightly.**
32. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (first stage)/Financial Bid (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the Initial requirement within 07 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
33. The successful tenderer will have to deposit a Performance Security Deposit of one months remuneration of manpower provided including statutory dues in the form of

- Bank Guarantee form any Nationalized Bank in favour of the Director, IGIT of Sarang covering the period of contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
 35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department of Office concerned in respect of the persons deployed and submit the same in the first week of the Succeeding month.
 36. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the IGIT shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the IGIT for whatsoever reason. The Agency shall also be responsible for the insurance of its personnel.
 37. Penalty will be levied and recovered @ **Rs.500/-** per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
 38. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered as a later stage.
 39. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
 40. The personnel deployed by the Service Provider in the Data Center shall work under the direct supervision and control of the Institute.
 41. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/ office. In case there is no branch office, the successful bidder will have to open branch office within the Jurisdiction user Department/office in 07 days of the signing the agreement.
 42. 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.
 43. The successful bidder will enter into an agreement with this department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.


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Note: These term and conditions are part of the Contract/Agreement as indicated in the Agreement between IGIT and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

Declaration by the Tenderer:

This is certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Address:

Phone No(O):

Date:

Name:

Seal :

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

1. List of Manpower shortlisted by service provider for deployment in IGIT Sarang , containing full details i.e date of birth, marital status, educational qualification, photo ID Card provided by the security service provider etc.
2. Bio- data of all persons.
3. Any other document considered relevant.


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This agreement on made on this AGREEMENT day of between the Director, IGIT, Sarang represented by _____, herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part.

And

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

Whereas, the "Authority" desire that the service of _____ are required in _____ (IGIT, Sarang)Department/office.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provision 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 constructed as part of this agreement.
2. That in consideration of the payment to be made by the authority to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as _____ in the _____ (name of the office) in conformity with the provisions of the terms conditions.
3. That the "Authority" hereby further agrees to pay the Manpower Service Provider the contract price at the time and in the manner prescribed in the said terms & conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid for one year.

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

*Signature of the officer authorized
to sign on behalf of Manpower Service
Provider*

*Signature of Director, IGIT
Sarang.
In the presence
of witness*

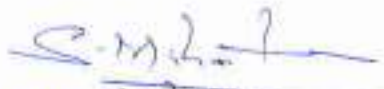
In the presence of witness

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

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

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

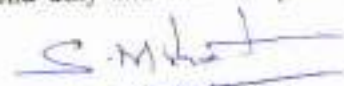
2. Name:.....
Address:.....


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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.
2. 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.
3. 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.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 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.
8. The person deployed may be called on holidays to attend duty and shall not paid extra remuneration by this office on attending such duty.


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9. 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
11. 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, IGIT, Sarang.
13. 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.

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.
18. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident fund authorities, Employees State Insurance Corporation etc. and a copy of the registration 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.
20. 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.

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.

29. 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.
30. 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 IGIT, Sarang along with the bill (in triplicate). There after it shall be **reimbursed** by Director, IGIT, Sarang after verification.
31. The claim in bills regarding Employees State Insurance, Provident Fund & 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.
32. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
33. 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.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be refer to the next higher authority for controlling officer for his decision and the same shall be binding on all parties.
35. The wages of outsourcing staff will be enhanced as per the enhancement of Government of Odisha.
36. All disputes shall be under the jurisdiction of the High court, Orissa, Cuttack.