

TENDER DOCUMENTS

FOR

**SELECTION OF MANPOWER SERVICE
PROVIDER FOR CENTRAL
LIBRARY,IGIT,SARANG**

INDIRA GANDHI INSTITUTE OF TECHNOLOGY

SARANG(PARJANG),DIST-DHENKANAL-759146

CONTENTS OF TENDER DOCUMENT

SI No.	Description of contents	Page Number
1.	Important information to the Bidders	03
2.	Scope of work and general instruction for Bidders.	04-06
3.	Technical requirements for the tendering manpower Service Provider.	07
4.	Qualification of the personell to be deployed by the successful service provider	08
5.	Application-Technical Bid	9-10
6.	Declaration	11
6.	Application-Financial Bid	12
8.	Terms and Conditions	13-18
9.	Documents to be provided with technical bid	19
10.	Documents to be submitted by the successful agency before deployment of manpower	20
11.	Sample Agreement	21
12.	Terms and Conditions of Agreement	22-26

TENDER DOCUMENT

IMPORTANT INFORMATION TO THE BIDDER.

- a) Availability of tender document :Official web site www.lgitsarang.ac.in
- (b) Date and time for submission of the Tender documents by speed post/ Registered post : up to 04 PM of 10/02/2020
- (c) **Cost of tender paper** : Rs.1000/-
In shape of DD/Banker's cheque drawn in favour of PRINCIPAL, IGIT,SARANG Payable at SBI,IGIT,SARANG.
- (d) **Earnest money Deposit** : Rs.20,000/- to be attached with the technical bid)
- (e) Date, time and venue of opening of
(i) Technical Bid : **11/02/2020 at 11.00AM**
(ii) Financial Bids of eligible Tenders : **14/02/2020 at 11.00AM**
and selection
(iii) Venue : Office chamber of Register,IGIT SARANG.

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Central Library,IGIT,SARANG requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Data Entry Operator, Library Professional Assistant,Tally Professional, Sweeper, Library Attendant and Bearer** on contract basis for day to day official work of Central Library, IGIT,SARANG.
2. The contract of providing the aforesaid manpower is likely to commence from **01/03/2020 and would continue till 28/02/2021**.The period of the contract may be further extended beyond **28/02/2021** provided that the requirement of the Central Library,IGIT,SARANG for manpower persists at that time or may be curtailed / terminated before 28/02/2021 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider **OR** because of change in the Central Library,IGIT,SARANG requirements OR non allotment in the budget during the year 2020-21 of Central Library,IGIT,SARANG for the above purpose. Principal,IGIT,SARANG however, reserves the right to terminate this initial contract at any time after giving 30 days notice to the selected Service Provider.
3. The Central Library,IGIT,SARANG has tentative requirement of 03(Three) nos.of Data EntryOperator.,01(one) nos of Library Professional Assistant,01(one) no of Tally Professional,01(one) no of Sweeper, 02(Two) nos of Library Attendant and 01(one) nos of Bearer. The total requirement may increase / decrease..
4. The estimated cost of the contract is around Rs.20,00,000/- (Rupees Twenty lakh) only per year.
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD and other requisite documents on or before **10/02/2020 up to 4.00PM** addressed to Registrar, IGIT,SARANG At/Po-IGIT,SARANG Pin-759146 by **registered Post / Speed Post only**.Register,IGIT,SARANG is not responsible for any postal delay. The various crucial dates and information relating to **“Expression of Interest for providing manpower Services to Central Library, IGIT,Sarang”**are indicated in the important Information to the Bidder as stated in page-03.
7. 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 Central Library, IGIT,Sarang & “Financial Bid for Providing Manpower Services”Central Library, IGIT,SARANG..**

Both sealed envelopes should be kept in another sealed envelope super scribing **“Tender for Providing Manpower Services to Central Library,IGIT,SARANG”**.

The tender should be addressed to Registrar, IGIT,Sarang-759146.

8. **Earnest Money Deposit (EMD)** : The bidder applying for above is to submit EMD of **Rs.20,000/-** (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 @5% of the contract value only in form of Bank guarantee/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 / any Gazetted Officer not below the rank of Sub-Collector of the state Government) along with the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered any further**:
 - (a) Registration certificate of the applicant’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 2017-18 ,2018-19,2019-20.
 - (e) Copy of PAN / GIR card.
 - (f) Copy of the IT return filed for the last three financial year,i.e.,2016-17,2017-18 and 2018-19 (Assessment year 2017-18,2018-19,2019-20).

- (g) Copy of GST registration certificate & ST-03 return as on 31/03/2019.
- (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'19 and January'20.
- (j) Copy of ESI return as on March 2019 and e-challan of ESI for the month of December'19 and January'20.
- (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 20 lakhs in **each** FY 2016-17,2017-18 and 2018-19.
- (m) Copy of single contract on similar work worth Rs.6.00 lakh in **each** FY 2016-17,2017-18 and 2018-19.
- (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.1000/- of Tender Document downloaded from web site to be attached with technical Bid.
- (p) Tender Document duly signed and sealed by the aurnished 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 Commercial Bid. Commercial 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 **11.00 AM on 11/02/2020** in the office chamber of **Registrar,IGIT,Sarang** in the presence

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 **11.00 AM on 14/02/2020** in the office chamber of **Registrar,IGIT,SARANG** in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
15. The Registrar, IGIT,Sarang reserves the right to annul all **OR** any of the bids without assigning any reasons there off.

**SUCCESSFUL MANPOWER SERVICE PROVIDER AT CENTRAL
LIBRARY,IGIT,SARANG.**

1. She/ He should be above 21 years of age and not exceeding 42 years as on 1/03/2020.
2. 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.
3. Minimum Educational qualification of Library Professional Assistant will be Master in Library Science with one year experience in e-Granthalaya Library Management software.
4. Minimum Education Qualification of Tally Profession is sound knowledge in tally with 4years experience.
5. Minimum Educational Qualification of sweeper is 5th standard.
6. Minimum Educational Qualification of Library Attendant will be +2 in any stream.
7. Minimum Education Qualification of Bearer will be Metric pass.
8. The candidate shall have working knowledge of English and Oriya.

APPLICATION- TECHNICAL BID

For Providing Manpower Services, at 10 nos. Central Library, IGIT, Sarang,

1. Name of Tendering Manpower Service Provider: _____.
2. Details of Earnest Money Deposit: DD No. _____
date _____ of Rs. _____ drawn on Bank _____.
3. Name of Proprietor/ Partner / Director: _____.
4. Full Address of Registered Office: _____

Telephone No. : _____ 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 Officer /
Person to liaise with Field Office (s): _____
7. Banker of Manpower Service Provider (Attach certified copy of statement of
A/c for the last Three years): _____

Telephone Number of Banker:- _____
8. PAN/ GIR No. (Attach attest copy): _____
9. GST Registration No. (Attach attest copy): _____
10. E.P.F. Registration No. (Attach attest copy): _____

11. E.S.I. Registration No. (Attach attest copy): _____

12. 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
2018-19		
2017-18		
2016-17		

13. 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.2016-17,2017-18,2018-19 in the following format.

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

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

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

Date:

Signature of Authorized Person

Place:

Name:

Seal :

Declaration

1. I, _____ Son/ Daughter/ Wife of Shri

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

Date:

Place:

Signature of Authorized Person

Name:

Seal :

APPLICATION – FINANCIAL BID

For Providing Manpower Services, at 07 nos. Central Library,IGIT,Sarang.

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

Sl No.	Manpower Type	Monthly Rate per Employee (Amount in Rupees.)						
		*Remuneration	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge	GST	Total per person
3	Data Entry Operator	8880/-						
4	Library Prof.Asst./ Tally Prof.Asst	16880/-						
5	Sweeper	8070/-						
6	Library Attendent	8070/-						
7	Bearer	8070/-						

Date:

Signature of Authorized Person

Place:

Name:

Seal :

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower. The party has to make payment to the outsourced persons which will be subsequently reimbursed on submission on bills.
3. Tender of the Bidder quoted less remunerations than the remuneration mentioned above will be rejected.
4. I.T and other taxes will be deducted as per rule.
5. 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 Principal,IGIT,Sarang is final and binding to all the bidder.
6. The authority reserves the right to reject all tenders without assigning any reason.

TERMS CONDITIONS

GENERAL

1. The Agreement shall commence from 01/03 /2020 and shall continue till 28 / 02/2021 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 of Central Library,IGIT,Sarang or non allotment in the budget during the year 2020-21 of Central Library,IGIT,Sarang for the above purpose.
2. The Agreement shall automatically expire on 01/03/2021 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 condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the manpower service provider.
7. The person deployed shall be required to report for work at 7.00 AM to 2.00PM and may also require to work beyond 2.00 PM to 9.00PM(Two Shift)for which he would not be paid any extra remuneration.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of Central Library,IGIT,Sarang so that optimal services of the persons deployed could be availed without any disruption.

9. The entire financial liability in respect of manpower service deploy in the Central Library,IGIT,Sarang shall be that of the manpower service provider and the Central Library,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 Central Library,IGIT,Sarang.
10. 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 Central Library,IGIT,Sarang.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Central Library,IGIT,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 Principal,IGIT,Sarang and authorized representative of the manpower service provider.
13. The Central Library,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.

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.
18. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. 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 Central Library, 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, 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.

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 Central Library,IGIT,Sarang. The Central Library,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 Central Library,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 Central Library,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 Central Library,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 Central Library,IGIT,Sarang.

***Note : Registration/ License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

26. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Central Library,IGIT,Sarang is put to any loss/obligation, monetary or otherwise, Central Library,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 Central Library,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 Central Library,IGIT,Sarang concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

FINANCIAL

28. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of **Rs.20,000/-** 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 30 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 @5% of the contract value only in form of Bank guarantee/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 Librarian,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 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.
37. All disputes shall be under the jurisdiction of the High court at Cuttack.
38. The successful bidder will enter into an agreement with Principal,IGIT,Sarang for supply of suitable and qualified manpower as per requirement of Central Library,IGIT,Sarang on the above terms and condition.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application -Technical Bid.
2. Registration certificate of the applicant's organization.
3. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Odisha.
4. Documentary proof of 01 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
5. Copy of the bank pass book in the name of the organization alongwith bank statement containing transactions made during the year 2017-18,2018-19 and 2019-20.
6. Copy of PAN / GIR card.
7. Copy of the IT return filed for the last three financial year,i.e. 2016-17,2017-18 and 2018-19.
8. Copy of GST registration certificate & ST-03 return as on 31/03/2019.
9. Copies of EPF and ESI registration certificates.
10. Copies of EPF Electronic Challan Return(ECR) and remittance conformation slip for the month of December-19 & January'20.
11. Copy of ESI return as on March 2019 and e-challan of ESI for the month of December-19 & January'20.
12. Copy of valid Contract labour License (R & A) Act,1970.
13. Copy of the Audited Statement of accounts (Balance Sheet ,Profit & Loss A/C etc.) showing minimum annual turnover of 15 lakhs in **each** FY 2016-17,2017-18,2018-19.
14. Copy of single contract on similar work worth Rs.9.00 lakh in each FY 2016-17,2017-18 and 2018-19.
15. EMD as mentioned in para-08 of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
16. DD/Bankers cheque payable at IGIT,Sarang amounting to Rs.1000/- in Tender Document down loaded from web site.
17. 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.

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

1. List of Manpower shortlisted by agency for deployment in Central Library,IGIT,Sarang will be submitted at Central Library,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.

AGREEMENT

This agreement on made on this _____ day of between the Principal,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 _____ (Central Library,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 upto **28/02/2021.**

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
for _____ service provider
presence of witness*

*Signature of the officer authority
officer acting in the premises
and on behalf of, Principal,IGIT. **In the***

Witness

Witness

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

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

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **01/03 /2020** and shall continue till **28 / 02/2021** 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 of Central Library,IGIT,Sarang or non allotment in the budget during the year 2020-21 of Central Library,IGIT,Sarang for the above purpose.
2. The agreement shall automatically expire on **01/03/2021** 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 by the details furnished by it 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 Central Library, 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.

9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Principal, 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 Central Library, IGIT, Sarang be that of the manpower service provider and the Central Library, 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 Central Library, 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 Principal, 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 Principal, 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 Principal, IGIT, Sarang concerned and authorize representative of the manpower service provider.
14. The Central Library, 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 Central Library, 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 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 Central Library,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 Central Library,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 Central Library,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 Central Library,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 Central Library,IGIT,Sarang or the office concerned is put to any loss/obligation, monetary or otherwise, the Central Library,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 Central Library,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 Central Library,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 Librarian,IGIT,Sarang alongwith the bill (in triplicate) .There after it shall be **reimbursed** by Principal,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 Principal,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 at Cuttack