

OFFICE OF THE PRINCIPAL, INDUSTRIAL TRAINING INSTITUTE, NAYAGARH

Tender Call Notice No. 436 /Dated. 17/06/2019

Sealed Tenders are invited from reputed **Manpower Agencies/Service Providers** to provide the services of Manpower on **outsourcing basis for day to day** official work of Principal, ITI, and Nayagarh having upto date **GST Clearance Certificate** along with Registration / EPF / ESI/PAN Card.

The document shall only be downloaded from the official website www.govtitinayagarh.co.in & submitted within the due date.

The last date of receipt of Tender document is **10.07.2019** up to **05.00** PM at Principal, ITI, Nayagarh, At/Po-Khuntubandha, Via-Mandhatapur, PS/Dist-Nayagarh-752079. by Registered Post/Speed Post only. The Principal shall not be held responsible for any postal delay. No Tender shall be received in person or by hand.

The undersigned reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof.

Jyoti
Principal
Industrial Training Institute,
Nayagarh.
5/4
17/6/19

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Principal, ITI, Nayagarh requires the services of reputed, well established and financially sound Manpower Service Providers to provide Manpower services on outsourcing basis for routine work of the office assigned to them.
2. The contract for providing the aforesaid manpower is for one year. The period of the contract may further be extended beyond one year subject to requirement of Principal and satisfactory performance of the agency. The contract may be curtailed/terminated before end of contract period owing to insufficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in Principal requirement.
3. The interested Manpower Service Providers may submit the Tender document filled in all respect along with Earnest Money Deposit (EMD) of Rs.2,000/- (Rupees two thousand) only and other requisite documents on or before **10.07.2019 at 5.00 p.m.** in the Office of the Principal, ITI, Nayagarh, At/Po-Khuntubandha, Via-Mandhatapur, PS/Dist-Nayagarh-752079 .
4. **The bidders should download the Tenders from Website www.govtitinayagarh.co.in**

The various dates relating to Tender for Providing Manpower Services to the Principal, ITI, Nayagarh are cited as under.

- (a) Period of downloading of Tender documents: From **22.06.2019** to **08.07.2019**.
- (b) Date for submission of Tender Documents: **10.07.2019** up to **5.00 P.M**
(By Regd. Post/Speed Post only).
- (c) Date and time for opening of :
 - (i) Technical Bids: **11.07.2019 at 11.00 AM.**
 - (ii) Financial Bids of eligible Bidders: **11.07.2019 at 03.00 P.M.**
5. The tender envelopes should be superscripted "Tender for providing Manpower Services "and it must be sealed.
6. The Earnest Money, Deposit (EMD) Rs.2000/- (Rupees two thousand) only, refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft/Pay Order drawn in favour of Principal, ITI, Nayagarh payable at Nayagarh failing which the Tender shall be rejected.
7. The successful Tenderer will have to deposit a Performance Security of Rs.2,000/- (Rupees Two Thousand) only in the form of Demand Draft from any Nationalised Bank in favour of the Principal, ITI, Nayagarh payable in favour of the Principal, ITI, Nayagarh payable at Nayagarh covering the period of contract. In case the contract is

- further extended beyond the initial period, the Demand Draft will have to be renewed accordingly by the successful Tenderer.
8. Conditional bids shall not be considered and will be out rightly rejected.
 9. 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 authorised 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 must be initialled person authorised to sign the Tender.
 10. The Technical Bids shall be opened on the scheduled date and time, in the e-library Hall of the Principal, ITI, Nayagarh in presence of the authorised representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
 11. The Principal, ITI, Nayagarh reserves the right to accept/reject or cancel any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The Manpower Service Provider should fulfil the following technical specifications.
 - a. The registered office of the Manpower Service Provider should be located within Odisha.
 - b. The Service Provider for Manpower should have experience in providing Manpower Services to (Central/State) Government/PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
 - c. The Manpower Service Provider should have own Bank Account.
 - d. The Manpower Service Provider should be registered with GST departments and should have valid GST Registration Number.
 - e. The Manpower Service Provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - f. The Manpower Service Provider should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act, 1970.
 - g. The Service Provider should be a financially sound party and his annual turnover should not be less than Rs.15,00,000/- (Rupees Fifteen lakh). Copy of audited financial statement for the financial year 2018-2019 should be attached.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF PRINCIPAL,ITI,NAYAGARH ON OUTSOURCING BASIS.

1. He/ She should be of above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Data Entry Operator will be +2 passed.
3. The Minimum Educational Qualification for Peon will be 10th passed.
4. The Minimum Educational Qualification for Sweeper/ Security Guard will be 8th passed.
5. The Minimum Educational Qualification for Lady Hostel Warden will be 10th passed.

TECHNICAL BID

1. Name of Tendering Manpower Service Provider _____
2. Details of Earnest Money Deposit: Demand Draft
No. _____ Date _____ Rs. _____
Drawn on Bank _____
3. Name of Proprietor/Partner/Director _____
4. Address of Registered Office _____
E-mail _____ Address _____ Telephone No. _____, FAX
No. _____ Mobile No. _____
5. Full address of operating/Branch Office: _____
E-mail _____ Address _____ Telephone No. _____, FAX
No. _____
6. Name & telephone No. Of Authorised Officer/person to liaison with field
Office(s) _____
7. Banker of the manpower Service Provider _____
8. Telephone Number of Banker _____
9. PAN/GIR No. _____
10. GST Registration No.; _____ (Attached self attested copy)
11. E.P.F. Registration No. _____ (Attached self attested copy)
12. E.S.I., Registration No: _____ (Attached self attested copy)
13. Financial turnover of the tendering Service Provider

Financial Year	Amount (Rs.Lakh)	Remarks, if any
2016-17		
2017-18		
2018-19		

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any

15. Give details of the major similar contract **handled by the tendering Manpower Service Provider during the last two years in the following format.**

(If the space provided is insufficient a separate **sheet may be attached**)

Sl. No.	Name of client, address, telephone No.	Type of Manpower Provided	Nos.	Amount of contract Rs. Lakhs	Duration of contract	
					From	To

16. The Annual Return/e-return/Challan filed in **ESI and EPF** for last year up to March, 2019. (attach attested copies).

17. Additional Information if any

(Attach separate sheet, if required) date:

Place:

**Signature of Authorised person,
Full Name
Seal**

DECLARATION

I _____, Son/Daughter/wife of
Shri _____ **Proprietor/Director/Authorised**
signatory of the Service Provider, Mentioned above, **am competent** to sign this declaration
and exercise this tender document.

1. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them.
2. The information/documents furnished along with the above bid documents are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing any false information /fabricated document should lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
3. I/We have not been black listed by any (Central/State)Government/PSU.

Date:

Place:

Signature of authorised person,

Full Name:

Seal

(Seal & Signature of Bidder)

FINANCIAL BID

For providing to manpower service provider to **Principal, ITI, Nayagarh**

1. Name of tendering manpower service provider :
2. The bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

Sl. No.	Manpower type	Monthly Rate per person						Total per persons (Rs.)
		Home take remuneration	Employer EPF share as applicable	Employer ESI share as applicable	Other Statutory dues if any (Rs.)	Service charges (Rs.)	GST(Rs.)	
01	Data Entry Operator							
02	Peon							
03	Lady Hostel Warden							
04	Security Guard (Civil)							
05	Sweeper							

Minimum home take remuneration of the person would be as per Government norms under ORSP Rules 2008.

Date:

Signature of authorised person

(Full Name)

Seal & Signature of Bidder

TERMS AND CONDITIONS

GENERAL

1. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of manpower deployed, breach of contract etc, or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the Service Provider and the Principal, ITI, Nayagarh.
3. The contract may be extended on the same terms and conditions or with some additions /deletions/modifications', for a further specific period mutually agreed upon by the Manpower Provider and the Principal, ITI, Nayagarh.
4. The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this to any other agency or organisation.
5. The Service Provider will be bound by the details furnished by it to the Principal, ITI, Nayagarh while submitting the Tenders or at any 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 contract making it liable for legal action besides termination of the contract.
6. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the Service Provider.
7. The persons deployed shall be required to report for work at assign time and shall work under the Officer as may have been kept in charge of the office. In case the person deployed comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Principal, ITI, Nayagarh so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in Principal, ITI, Nayagarh shall be that of the Manpower Provider and the Principal, ITI, Nayagarh 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 and show such evidence as may be required by the Principal, ITI, Nayagarh.

10. For all intents and purposes, the Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Principal, ITI, Nayagarh. There shall not be employer-employee relationship between ITI, Nayagarh and the persons deployed on outsourcing basis.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances of resolution of disputes relating to persons deployed. The Principal, ITI, Nayagarh shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Service Provider, the deployed persons can place their grievance before a joint committee consisting of a representative of the Principal, ITI, Nayagarh and an Authorised representative of the Service Provider.
12. The Principal, ITI, Nayagarh shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in the course of 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 contract or after expiry of the contract.
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 in other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularisation or deployment with this office under the provision of Rules and Acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the Service Provider.
16. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to hi/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the Principal, ITI, Nayagarh.

17. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
18. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of Principal, ITI, Nayagarh. The Service Provider shall be responsible for any act of indiscipline by the persons deployed.

LEGAL

19. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take Oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
20. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in Principal, ITI, Nayagarh. The Principal, ITI, Nayagarh shall have no liability in this regard.
21. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. On account of service rendered by it to Principal, ITI, Nayagarh to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox Copies of such documents shall be furnished to the Principal, ITI, Nayagarh.
22. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Principal, ITI, Nayagarh or any other authority under law.
23. In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Principal, ITI, Nayagarh is put to any loss/obligation monetary or otherwise Principal, ITI, Nayagarh of the outstanding bills or the performance security deposit of the Service Provider, to the extent of the loss obligation in monetary terms.
24. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The Principal, ITI, Nayagarh 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 is caused to the Principal, ITI, Nayagarh by the person

deployed the same shall recovered from **the unpaid bills** or adjusted from the performance security Deposit.

FINANCIAL BID


25. The financial bid should be accompanied **with an Earnest Money Deposit (EMD)** of refundable without interest of Rs.2000/- (**Rupees Two Thousand**) ONLY, IN THE FORM OF Demand Draft/Pay Order **drawn in favour** of "Principal, ITI, Nayagarh" failing which the Tender shall be **rejected out rightly**.
26. 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 tenderer** if the agency fails to deploy the required manpower against **the initial requirement** within 15 days from date of placing the order the EMD shall **stand forfeited** without giving any further Notice.
27. The successful tenderer will have to **deposit a Performance Security Deposit** of Rs.2,000/- (**Rupees Two Thousand**) only in the form of Bank Guarantee from any Nationalised Bank in favour of the "Principal, ITI, Nayagarh" covering the period of contract. In case the contract is further **extended** beyond the initial period, the Bank Guarantee will have to be accordingly **renewed** by the bidder.
28. 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 beside annulment of the Agreement.

MANDATORY DOCUMENTS TO BE PROVIDED

1. Technical Bid and Financial Bid to be submitted separately.
 2. Self-attested copy of Registration Certificate of agency :
 3. Self-attested copy of PAN/GIR Card.
 4. Self-attested copy of IT Return of 2016-17, 2017-18 and 2018-19 assessment year filed by agency;
 5. Self-attested copy of GST Registration Certificate.
 6. Self-attested copy of E.P.F Registration Certificate with proof of payment up to 31.03.2019.
 7. Self-attested copy of E.S.I Registration Certificate with proof of payment up to 31.03.2019.
 8. Self-attested copy of Labour License, Registration Certificate under Contract Labour (Regulations and Abolition) Act, 1970.
 9. Self-attested copy of similar type of work Experience for providing Data Entry Operator, Peon, Lady Hostel Warden, Sweeper and Security Guard (Civil).
 10. Certified documents in support of financial turn over for the financial year 2016-17, 2017-18 and 2018-19 duly signed by the Chartered Accounts.
 11. Copy of the all pages in Tender document with each page duly signed and sealed by the authorised signatory of the agency in token of their acceptance.
- Failures to submit any of the above documents will lead to rejection of the Tender.

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

1. List of Manpower to be provided by the agency for selection of manpower in details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data indicating the permanent, temporary address, colour photograph and Cell Phone Number.
3. Undertaking from the person concerned.
4. Any other relevant document.


 Seal & Signature of Bidder

AGREEMENT

This Agreement is made on this day of _____

Between

The Director, Directorate of Technical Education & Training, Odisha, Cuttack represented by Sri _____ herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

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

Whereas, the "Authority" desires that the services of " _____ " are required IN THE Principal, I.T.I, Nayagarh.

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

And whereas "Authority" has finalised the rate as per the terms and conditions of the agreement to the "Manpower Service Provider."

Now this agreement witness as below:-

1. That the Annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as _____ in the Principal, ITI, Nayagarh in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.

That this agreement is valid up to _____

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

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

Principal, ITI, Nayagarh

In the presence of witness:-

1. Signature :
Name
Designation:
Address:

1. Signature
Name:
Designation:
Address:
Seal & Signature of Bidder