

**TENDER DOCUMENT FOR DEPLOYMENT OF MANPOWER & SECURITY SERVICE  
SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS**

1. ITT, Choudwar requires the services of reputed, well established and financially sound Manpower Service providers / Security Service Agencies to provide manpower services / Security Guards on outsourcing basis for the day to day official work, watch and ward duties etc. of the Institute.
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 ITT, Choudwar & satisfactory performance of the agency. The contract may be curtailed/ terminated before end of contract period owing to deficiency in service or substandard quality of Manpower/Security Guards deployed by the selected bidder because of change in ITT, Choudwar requirements. The ITT, Choudwar however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected bidder.
3. ITT, Choudwar has the requirement of following personnel as per the table mentioned below.

Sl. No.	Requirement	Numbers Required
01	Data Entry Operator	03
02	Sweeper/ Lady Sweeper	06
03	Attendant	10
04	Gardener	01
05	Electrician	01
06	Junior Lady Matron	01
07	Security Guards	14

***N.B: The requirement of Man power/Security Guard may be changed as per need in future.***

The interested Manpower service providers/ Security Service Agencies may submit the tender document filled in all respect along with Earnest Money Deposit (EMD) of Rs. 25,000/- and other requisite documents on or before the below mentioned date and time to ***Institute of Textile Technology, Gandhi Chhak, Choudwar, Cuttack - 754025*** by Regd. post/Speed post only.

4. The bidders should download the tender document from the official website of ITT, Choudwar ( [www.ittchoudwar.org](http://www.ittchoudwar.org) ). The bidder claiming exemption/concession for EMD has to submit copy of relevant document for availing such benefit.  
The various dates relating to the Tender process for providing Manpower & Security Services to the ITT, Choudwar are cited as follows:
  - (a) (i) Date for downloading of Tender documents: 13<sup>th</sup> August 2018 onwards.
  - (b) Last Date& Time for receipt of Tender documents: **31<sup>st</sup> August 2018 by 5 pm** (by Regd. Post/Speed post. only)
  - (c) Date and time for opening of :
    - (i) Technical Bids : 01<sup>st</sup> September 2018 at 11 am
    - (ii) Financial Bids of eligible Bidder : 01<sup>st</sup> September 2018 at 3 pm

5. The sealed envelope containing the Tender document should be super scribed as **“Tender Document for providing Manpower Service/Security Service”**.

6. The Earnest Money Deposit (EMD) of Rs 25,000/- (refundable without interest) should be necessarily be accompanied with the Technical Bid of the service provider in the form of demand draft drawn in favour of Principal, ITT, Choudwar, failing which the tender shall be rejected.
7. The successful bidder will have to deposit a performance security of Rs. 1,00,000/- in the form of Bank Guarantee from any nationalized bank in favour of the Principal, ITT, Choudwar 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 successful bidder.
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 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 bids must be signed by the person authorized to sign the tender bids.
10. The Technical bids shall be opened on the scheduled date and time, at ITT, Choudwar in presence of the authorized representatives of the bidders, if any, who wish to be present on the spot at that time.
11. ***The Principal, ITT, Choudwar, reserves the right to accept/ reject or cancel any or all bids without assigning any reason thereof.***

#### **TECHNICAL REQUIREMENTS:**

The bidders should fulfill the following technical requirements.

- a) The bidder shall be registered with the appropriate authority for doing such business and the registered office should be located within Odisha.
- b) The bidder should have experience in providing manpower services / Security Services to (Central/State) Government / PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed for last two years.
- c) The Bidder should have own Bank Account.
- d) The Bidder should be registered with Service tax departments and should have valid Service tax registration Number.
- e) The Bidder should be registered with appropriate authorities under Employees provident fund and employees state insurance acts.
- f) The Bidder should be registered with labour department, i.e. license under Contract labour (regulations and abolition) act 1970.
- g) The Bidder should be a financially sound party and his annual turnover should not be less than **Rs 20,00,000 (Rupees Twenty Lakhs)**. Copy of audited financial statements for the financial year 2017-2018 should be attached.
- h) The bidders want to participate for Security Services shall submit valid clearance certificate from Home Dept., Govt. of Odisha

**CRITERIA OF ELIGIBILITY FOR MANPOWER/SECURITY SERVICES TO BE DEPLOYED BY THE SUCCESSFUL BIDDER IN ITT, CHOUDWAR ON OUTSOURCING BASIS**

**A. For Data Entry Operator**

1. She/ he should be of above 18 years of age.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline. The Data Entry Operator should have a typing speed of 400 characters per minute in English and should be well conversant with computers and essentially well trained in Windows MS Office, tally, internet. Previous experience as data entry operator is essential.

**B. For Sweeper/ Lady Sweeper**

1. She/ he should be of above 18 years of age.
2. She/he should be physically fit to undertake the work. A fitness certificate from any Govt. doctor is required in this regard.

**C. Gardener**

1. He should be of above 18 years of age
2. He should be physically fit to undertake the work. A fitness certificate from any Govt. doctor is required in this regard.
3. He should have a fare knowledge and experience on gardening and maintenance of the garden.

**D. Attendant/Security Guard**

1. Attendant should be of above 18 years of age & should be physically fit to undertake the work.
2. The Security Guard should be young and above 18 years of age, sound physique, brave, gentle and obedient in nature and willing to perform the duty in night shift.
3. A fitness certificate from any Govt. doctor is required in this regard

**E. Electrician**

1. He should be of above 18 years of age.
2. The Minimum Educational Qualification for Electrician will be ITI with Electrician/ wireman trade.

**F. Junior Lady Matron**

1. She should be above 35 years of age and previous experience in similar type of work.
2. She should be of good character & social background.

**TECHNICAL BID**

1. Name of the Bidder \_\_\_\_\_
2. Details of Earnest Money Deposit:  
DDNo.....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 \_\_\_\_\_  
Full address of operating/ Branch Office: \_\_\_\_\_  
E-Mail Address \_\_\_\_\_ Address. \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_
5. Name & contact no. of Authorized officer/ person to liaison with filed  
Office (s) \_\_\_\_\_
6. Banker of the Bidder \_\_\_\_\_
7. Telephone Number of Banker: \_\_\_\_\_
8. PAN/GIR No.: \_\_\_\_\_
9. Service Tax Registration No.: \_\_\_\_\_
10. E.P.F Registration No.: \_\_\_\_\_
11. E.S.I, Registration No.: \_\_\_\_\_
12. GST Registration No: \_\_\_\_\_
13. IT return for the assessment year 2017-18 & 2018-19
14. Financial turnover of the Bidder

Financial year	Amounts (Rs. Lakh)	Remarks, if any
2017-2018		

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

15. Give details of the major similar contract handled by the tendering Bidder 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 / Security Service Provided	Nos.	Amount of contract Rs. Lakhs	Duration of contract	
					From	To

16. The annual return / e-return/challan filed in both ESI & EPF for last year from 01.04.2017 to 31.03.2018 (Attach self attested copies)

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

Date:

Place: -

Signature of authorized person.

Full Name:

Seal

## DECLARATION

I \_\_\_\_\_ son/Daughter/ Wife of  
Shri \_\_\_\_\_ proprietor/Director/ authorized  
signatory of the bidder, mentioned above, am competent to sign this declaration and execute  
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 document 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 would 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 Departments.

Date:

Signature of authorized person.

Place:

Full Name:

Seal & Signature of Bidder.

## FINANCIAL BID

For Providing Manpower/Security Guards to ITT, Choudwar

01. Name of the bidder:

02. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

SI No	Monthly rate per person							
	Manpower type	Rate of Payment (Rs)	Employer EPF share @ 13.15% in Rs.	Employer ESI share @ 4.75% in Rs.	Other statutory dues if any (Rs)	Service Charges (Rs)	GST (Rs)	Total Per Persons (Rs)
1	Data entry operator	5200/-	683.80	247.00				
2	Sweeper/ Lady Sweeper	4750/-	624.63	225.63				
3	Gardener	4750/-	624.63	225.63				
4	Attendant	4750/-	624.63	225.63				
5	Electrician	5200/-	683.80	247.00				
6	Junior Lady Matron	4750/-	624.63	225.63				
7	Security Guard	4750/-	624.63	225.63				

### Notes

- Date
- Place:

Signature of authorized 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 deficiency of service, sub-standard quality of Manpower/Security guard 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 bidder and ITT, Choudwar.
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 bidder and the ITT, Choudwar.
4. The bidder shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this to any other agency or organization.
5. The ITT, Choudwar at present, has requirement as per the table mentioned earlier. The requirement of Manpower/Security guard may further increase or decrease, during the period of initial contract also and the bidder would have to provide additional manpower/security services, if required on the same terms and conditions.
6. The bidder will be bound by the details furnished by it to the ITT, Choudwar while submitting the tender 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.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the service provider.
8. The DEOs deployed shall be required to report for work at 10.00 AM & shall work **under the officer as may have been kept in charge of the office. Gardeners and Sweepers shall be required to report for work as per the schedule allotted to them. In case the person deployed comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.**
9. The Security Guards shall be required to report for work at ITT, Choudwar in time and perform duty for at least 8 hours. In case the person deployed comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made
10. The bidder shall nominate a coordinator who shall be responsible for immediate interaction with the ITT, Choudwar, so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower/security guard deployed in ITT, Choudwar shall be that of the bidder and the ITT, Choudwar, will in no way

be liable. It will be the responsibility of the bidder 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 ITT, Choudwar.

12. For all intents and purposes, the bidder shall be "Employer" within the meaning of different rules and acts in respect of manpower/security guard so deployed. The person deployed by the bidder shall not have any claim whatsoever like employer and employee relationship against the ITT, Choudwar. There shall not be employer-employee relationship between ITT, Choudwar and the persons deployed on outsourcing basis.
13. The Bidder shall be solely responsible for the redressed of grievances of resolution of disputes relating to persons deployed. The ITT, Choudwar, 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 bidder, the deployed persons can place their grievance before a joint committee consisting of a representative of the ITT, Choudwar and an authorized representative of the bidder.
14. The ITT, Choudwar, shall not be responsible for any financial loss or any injury/death of any person deployed by the bidder in the course of performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the bidder 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.
16. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the bidder shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization or deployment with this office under the provision or 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 bidder.
18. The bidder must be registered with the concerned Govt. Authorities, i.e. labor commissioner provident fund authorities' employees State Insurance Corporation etc. and a copy of registration should be submitted. The bidder shall complete with all the legal requirements for obtaining license under contract labor (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
19. The bidder shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The bidder shall be responsible for contribution towards provident fund and employees state insurance, wherever applicable and the proof of such deposit shall be submitted along with the bill.



20. The persons deployed by the bidder should have good police records and no criminal case should be pending against them.
21. 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 ITT, Choudwar. The bidder shall be responsible for any act of indiscipline by the persons deployed.
22. The Service provider/Security Service Agency will be held responsible for any loss of property due to negligence or any mischief committed by the Personnel deployed at ITT, Choudwar. The agency will be asked to withdraw any or all Personnel if any dereliction in duty is noticed and replaced immediately with suitable substitute.
23. The permanent/present address with father's name, Aadhaar copy and cell phone number (if any) of each Personnel shall be furnished to the ITT, Choudwar, before deployment.
24. Each Security Personnel while on duty shall be in uniform dress, full shoe, cap and lathi which will be provided by the Security Service Agency.
25. No additional claim or claims for enhancement of rate for deployed personnel will be entertained by the ITT, Choudwar during the contract period.
26. The successful bidder should make an agreement on a non-judicial stamp paper with the ITT, Choudwar stating that the bidder will abide by all the terms and conditions.
27. No accommodation will be provided by the ITT, Choudwar to the Personnel deployed.

## **LEGAL**

1. 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 bidder as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
2. The Bidder 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 ITT, Choudwar. The ITT, Choudwar shall have no liability in this regard.
3. The bidder shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to ITT, Choudwar to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to the ITT, Choudwar, bi-monthly with the bill.
4. The bidder shall maintain all statutory registers under the law and shall produce the same, on demand, to the ITT, Choudwar, or any other authority under law.

5. The Tax Deduction (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 submitted to ITT, Choudwar quarterly by the bidder.
6. The bidder must have GST Registration No.
7. In case, the bidder fails to comply with any liability under appropriate law and as a result thereof, the ITT, Choudwar is put to any loss/obligation monetary or otherwise ITT, Choudwar, will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit the bidder, to the extent of the loss obligation in monetary terms.
8. 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 ITT, Choudwar will have no liability towards nonpayment of remuneration to the persons employed by the bidder and the outstanding statutory dues of the bidder to statutory authorities. If any loss is caused to the ITT, Choudwar, by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.

## **FINANCIAL**

1. The financial bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 25,000/- which is refundable without interest in the form of demand draft drawn in favor of "Principal, ITT, Choudwar" **failing which the tender shall be rejected out rightly**. The bidder claiming exemption/ concession for EMD has to submit copy of relevant document for availing such benefit.
2. The Earnest Money deposit in respect of the agencies which do not qualify the technical bid (first stage) financial bids (second competitive stage) shall be returned to them without any interest. **If the successful bidder fails to deploy the required manpower/security guard against the initial requirement within 07 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
3. The successful bidder will have to deposit a performance security deposit of **Rs. 1,00,000/-** in the form of Bank Guarantee from any nationalized bank in favour of the Principal, ITT, Choudwar 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.
4. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the bidder shall be liable to be forfeited beside annulment of the Agreement.

## **PAYMENT TERM**

1. The bidder shall raise the bill, along with signature of all manpower/security guard and the certification by concerned officer as a proof that the payments to all have been made by bidder in the presence of concerned officer. On monthly basis, the bidder should submit the bill (in duplicate) along with photocopies of (wages and attendance) registers for that month as prescribed under minimum wages act, and authenticated proofs for payment of (EPF, ESI) with ECR & service tax dues in respect of all manpower's latest by 7<sup>th</sup> of the following month duly certified by the concerned officer, for payment as per terms & conditions. The Service Provider/Security Service Agency shall submit the bill by 10<sup>th</sup> of the subsequent month.
2. As far as possible the payment will be released by the 25<sup>th</sup> of the month.
3. The amount of penalty calculated @ 100 per day on account of delay, if any, in providing suitable substitute for the period beyond three working days by the bidder shall be deducted from its monthly bills in the succeeding month.
4. The authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the problem encountered at a later stage.
5. In the event of any dispute arising in respect of the agreement of 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.
6. All disputes shall be under the jurisdiction of Cuttack.
7. The successful bidder will enter in to an agreement with the ITT, Choudwar for supply of suitable and qualified manpower/security guard as per requirement of this office on the above terms and conditions.

## **MANDATORY DOCUMENTS TO BE SUBMITTED**

01. Technical Bid and Financial bids to be submitted separately.
02. Self attested copy of registration certificate of agency:
03. Self attested copy of PAN/GIR Card
04. Self attested copy IT return of 207-18 & 2018-2019 assessment year filed by agency.
05. Self attested copy of service Tax registration certificate.
06. Self attested copy of P.F. registration certificate with proof of payment from 01.04.2017 to 31.03.2018
07. Self attested copy of E.S.I. registration certificate with proof of payment from 01.04.2017 to 31.03.2018
08. Self attested copy of the Labour Lincense , registration certificate under contract labour (Regulations and Abolition) Act, 1970.
09. Self attested copy GST Registration Certificate.
10. Self attested copy of similar type of work experience in the field of Manpower / Security services.
11. Certified documents in support of financial turn over for the financial year 2017-18.
12. Copy of the all pages in Tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
13. The bidder shall submit an affidavit to the effect that he has not been black listed by any Government organization/PSU or any other organization/agencies as per Annexure-1 in Non-judicial stamp paper of Rs. 10/-.
14. Self attested copy of valid clearance certificate from Home Dept., Govt. of Odisha (Only for Security Service Agency).

**Failures to submit any of the above documents will lead to rejection of the tender document.**

## **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER BEFORE DEPLOYMENT OF MANPOWER/SECURITY GUARD**

1. List of Manpower/Security guard to be provided by the agency for deployment in ITT, Choudwar containing full details i.e. date of birth, marital status, address, education qualification etc.
2. Bio-data of all persons indicating the permanent, temporary address, colour photograph and cell phone number.
3. Undertaking from the persons concerned
4. Any other relevant document.

Seal & Signature of Bidder

## **AGREEMENT**

This Agreement is made on this day of \_\_\_\_\_

### **Between**

The Principal ITT, Choudwar 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 \_\_\_\_\_ herein after called the "Manpower Service provider/Security Service Agency" 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 ITT, Choudwar, Office.

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

And whereas "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider/Security Service Agency".

### **Now this agreement witness as below:-**

01. That the annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
02. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider/Security Service Agency" hereby agrees with the "Authority" to provide personnel to be engaged as " \_\_\_\_\_ " in the ITT, Choudwar in conformity with the provisions of the Terms and Conditions.
03. That the 'Authority' hereby further agrees to pay the 'Manpower Service Provider/Security Service Agency' the contract price at the time and in the manner prescribed in the terms and conditions.

Seal & Signature of Bidder

04. That in the event of any dispute that may arise it shall be settled as per the Terms and condition 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 seals on the day and year first written above.

Signature of the Service Provider/Security Service Agency      Signed and delivered

Name/Address of the Service Provider/Security Service Agency      for and on behalf of ITT, Choudwar.

In the presence of witness:-

01. Signature:

Name:

Designation:

Address:

01. Signature

Name:

Designation:

Address:

Seal & Signature of Bidder

## **TERMS AND CONDITIONS OF THE AGREEMENT**

01. The agreement shall commence from \_\_\_\_\_ (date) and shall continue till date unless it is curtailed or terminated by the authority owing to deficiency of service, sub standard quality of manpower/security guard deployed, breach of contract etc. or change in requirement.
02. The Agreement shall automatically expire on (date) unless extended further by the mutual consent of the Bidder and the Authority.
03. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/ modification, for an further specific period mutually agreed upon by the Bidder and Authority.
04. Bidder shall not be allowed to transfer, assign, pledge of 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.
05. The Bidder 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 de deemed to be a breach of terms of agreement making of liable for legal action besides termination of the Agreement.
06. The Authority reserves the right to terminate the agreement during initial period also after giving 30 days' notice to the Manpower Service Provider/Security Service Agency.
07. The DEOs deployed shall be required to report for work at 10.00 AM & shall work under the Officer as may have been kept in charge of the Office. 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.
08. The Service Provider/Security Service Agency shall nominate a coordinator who shall be responsible for immediate interaction with the ITT, Choudwar, so that optimal services of the persons deployed could be availed without any disruption.
  - (a) The profile of DEOs & Electrician to be deployed shall be submitted to ITT, Choudwar.
  - (b) The DEOs & Electrician deployed are entitled to avail one day weekly off.
  - (c) The DEOs deployed may be called upon on Sunday to attend duty for which they may avail any subsequent weekly day as weekly day of rest with due permission of concerned officer.
  - (d) The Electrician may be called upon on emergency as and when required.
09. The sweeper/ Lady sweeper and gardener will report as per their duty allotment time and min 8hours.
10. The Security Guards deployed by Security Service Agency shall be required to report for work at ITT, Choudwar in time and perform duty at least for 8 hours. In case the Security Guard 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.
11. The entire financial liability in respect of service deployed in the ITT, Choudwar shall be that of the Service Provider/Security Service Agency and the ITT, Choudwar will in no way be liable. It will be the responsibility of the Service Provider/ Security Service Agency to pay to the person deployed a sum not less than the minimum rate quoted in

the financial bid and produce such evidence as may be required by the ITT, Choudwar..

12. For all intents and purposes, the Manpower Service Provider / Security Service Agency shall be "Employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the service provider/ Security Service Agency shall not have any claim whatsoever like employer and employee relationship against the ITT, Choudwar. There shall not be employer-employee relationship between ITT, Choudwar and the persons deployed on outsourcing basis.
13. The Service Provider/ Security Service Agency shall be solely responsible for the redresses of grievance or resolution of disputes relating to persons deployed. The ITT, Choudwar shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievance, the deployed person can place their grievance before a joint committee consisting of a representative of ITT, Choudwar and an authorized representative of the Service Provider/ Security Service Agency.
14. The ITT, Choudwar shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider/ Security Service Agency in course of their performing the function/duties, or for payment towards any compensation.
15. The persons deployed by the Service Provider/ Security Service Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the period of contract after expiry of the contract.
16. In case of termination of this contract on its expiry or otherwise, the persons deployed by service provider/ Security Service Agency shall not be entitled to and shall have claim for any absorption in regular or in other capacity.
17. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision rules and Acts. ***Undertaking in the form of affidavit, from the person deployed to this effect shall be required to be submitted by the Service Provider/ Security Service Agency.***
18. The Service provider/ Security Service Agency must be registered with the concerned Govt. Authorities, i.e. labour commissioner; provident fund Authority Employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider/ Security Service Agency shall complete with all the entire legal requirement for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
19. The Service Provider/ Security Service Agency 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 Service Provider/ Security Service Agency. The Service Provider/ Security Service Agency shall be responsible for contribution towards provident fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the service provider/ Security Service Agency 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 ITT, Choudwar. The service provider/ Security Service Agency shall be responsible for any act of indiscipline on the part of the persons deployed.
22. The persons deployed shall during the course of their work to 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/ Security Service Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The service provider/ Security Service Agency 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 the ITT, Choudwar. The ITT, Choudwar, shall have no liability in this regard.
24. The service provider/ Security Service Agency shall also be liable for depositing as taxes, levies, cess etc. on account of service rendered by it to the ITT, Choudwar to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self attested Xerox copies of such documents shall be furnished to the ITT, Choudwar.
25. The service provider/ Security Service Agency shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of ITT, Choudwar 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 submitted to ITT, Choudwar quarterly by Service Provider
27. In case, the Service Provider/ Security Service Agency fails to comply with any liability under appropriate law and as a result thereof, the ITT, Choudwar, is put ,to any loss/obligation monetary or otherwise, the ITT, Choudwar will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Service Provider/ Security Service Agency, to the extent of the loss or Delegation in monetary terms
28. The agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and nonpayment of statutory dues. The ITT, Choudwar will have no liability towards nonpayment of remuneration to the persons employed by the Service Provider/ Security Service Agency and the outstanding statutory dues of the service provider/ Security Service Agency to statutory authorities. If any loss or damage is caused to the ITT, Choudwar by the person deployed, the same shall 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 this agreement, the performance security deposit of the Service Provider/ Security Service Agency shall be liable to be forfeited beside annulment of the Agreement.
30. The Bidder shall raise the bill, along with signature of all Manpower/Security Guard and certificate by concerned officer as a proof that payments to all have been made by contractor in the presence of concerned Officer. On monthly basis, the contractor should submit the GST bill (in triplicate) along with photocopies of (Wages and attendance) register for that month as prescribed under minimum wages Act, and authenticated proofs for payment of (EPF,ESI) with ECR & Service Tax in respect to all Manpower/Security guard's latest by 7<sup>th</sup> of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10<sup>th</sup> of the month.
31. As far as possible the payment will be released by the 25<sup>th</sup> of the Succeeding month.
32. The amount of penalty calculated @ 100 per day on account of delay, in providing a suitable substitute for the period beyond three working days by the Bidder shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the provision encountered at a later stage.
34. In the event of any dispute arising in respect of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling office for his decision and the same shall be binding on all parties.
35. Performance security amount will be returned after successful completion of the assignment (Contract Period).
36. All disputes shall be under the jurisdiction of Cuttack only.

Annexure-1

Tender for Deployment of Manpower/Security Guard

Tender No .....Date.....

AFFIDAVIT

This is to certify that our firm/agency/company has never been blacklisted by any of the Government organization/PSU or any other organization and no criminal case is pending against us. If at all our firm/ agency/ company is found guilty of any charges of blacklisting, our contract shall be terminated with immediate effect.

Place                      Name of the Bidder /Agency.....

Date                        Name of the Signatory .....

Signature with Seal.....

N.B: This affidavit is to be submitted in Non-judicial stamp paper of Rs. 10/-.