

CENTRAL FOOTWEAR TRAINING INSTITUTE, CHENNAI
65/1, G.S.T. ROAD, GUINDY, CHENNAI – 32.
Tel: 044 2250 1529, 2250 1038, Email: cfti@cftichennai.in, www.cftichennai.in

TENDER NOTICE

Sealed tenders are invited from reputed registered manpower agencies/ service providers to provide the services of Manpower on contract basis for day to day official work of CFTI, Chennai.

Interested Companies / Firms /Agencies may deposit their tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs 25,000/- (Rupees Twenty Five Thousand Only) in shape of account payee Demand Draft in favour of The Director CFTI, Chennai on any Nationalised Bank payable at Chennai, failing which the tender shall be rejected.

Tender documents can be obtained either from our office (Monday to Saturday) at the address given below from 11-11-2019 to 16-11-2019 on all working days from 10.00 AM to 5.00 PM (Monday to Saturday) by making a payment of Rs 1,180/- (non-refundable) by DD in favour of The Director CFTI, Chennai or may be down loaded from website www.cftichennai.in, however in such a case, Rs1,180/- (towards tender document fee) per tender has to be deposited by DD drawn on The Director CFTI, Chennai to become eligible for participation. The cost of tender documents is inclusive of 18 % GST.

The last date and time for submission of tender document is 16-11-19 by 3.00 PM at The Director CFTI, Chennai. The Tender submitted by Speed Post / Registered Post only will be entertained and should reach the office of the Central Footwear Training Institute, 65/1, G.S.T. Road, Guindy, Chennai – 600 032 latest by 3.00 PM and in no case it will be accepted beyond 3.00 PM.

The Director CFTI, Chennai reserves the right to cancel all bids without assigning any reason thereof.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The Director Central Footwear Training Institute, 65/1, G.S.T. Road, Chennai – 600 032 requires the service of reputed, well established and financially sound manpower service provider to provide services of Office Assistant, Data Entry Operator, P.U Machine Operator, Hostel Warden, Sample Maker, Die-less Cutting Machine Operator , Skilled Workers, Semi-Skilled Workers etc to the Director CFTI, Chennai on contractual basis for day to day official work of the institute including academic, administrative, hostel, campus beautification and other essential activities.

1. The Contract for providing aforesaid manpower is likely to commence from 18-11-2019 and would continue till 18-11-2020. The period of contract may be further extended beyond 19-11-2020 provided the requirement of the institute for manpower through outsourcing persists at that time or may be curtailed / terminated before 19-11-2020 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the institute's requirements. The authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected provider.
2. The Earnest Money Deposit (EMD) of Rs 25,000/- (Rupees Twenty Five Thousand Only) refundable (without interest) should necessarily be accompanied with the Bid of the Agency in the form of Demand Draft / Pay Order drawn in favour of The Director CFTI, Chennai, failing which the tender shall be rejected summarily.
3. The successful tenderer will have to deposit a Performance Security Deposit as determined by the CFTI, Chennai in terms of GFR in the form of Fixed Deposit Receipt (FDR) / bank Guarantee in favour of the Director CFTI, Chennai , which shall remain valid up to a period of 60 days beyond the completion of all contractual obligations. In case the contract is further extended beyond the initial period, the FDR/ Bank Guarantee will have to be accordingly renewed by the successful tenderer.
4. The tendering Companies /Firms/Agencies are required to enclose photocopies of the following documents along with the technical bid, failing which their bids shall be summarily out rightly rejected and will not be considered any further.
 - (i) Registration Certificate
 - (ii) PAN/ GIR Card
 - (iii) IT Returns filed for the last three financial years
 - (iv) EPF and ESI Certificates
 - (v) Copy of GST registration certificate and GST clearance certificate
 - (vi) Certified extracts of the Bank Account containing transactions during the last three years
5. Conditional bids shall not be considered and will be out rightly rejected
6. All the 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 Bid Form. In such cases, the tender shall be summarily rejected.
7. The bid shall be opened on the scheduled date and time (11.00 AM on 18-11-2019 in Central Footwear Training Institute, Chennai in the presence of the representatives of the Companies / Firms/ Agencies, if any, who wish to be present on the spot at that time.

8. The Director CFTI, Chennai reserves the right to annual all bids without assigning any reason.
9. The estimated tentative cost of the contract is Rs. 600000 (Rupees Six Lakhs only) excluding service charges, EPF and ESI.
10. The interested manpower service provider may submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of Rs 25,000/-(Rupees Twenty Five Thousand Only) only in shape of Account payee Demand Draft in favour of The Director CFTI, Chennai and other requisite documents by 16-11-2019 up to 3.00 PM at Director CFTI, Chennai through Speed Post / Registered Post only. No tender document will be accepted if it reaches the office of the undersigned through post beyond 3.00 PM.
11. The various crucial dates relating to Tender for providing manpower services to The Director CFTI, Chennai are cited as under:

i)	Date of issue of document	11-11-2019
ii)	Date and time of submission of Tender Documents (By only Speed Post / Registered Post)	16-11-19 at 3.00 PM
iii)	Date and time of opening of	
a)	Technical Bids	18-11-2019 at 3.30 PM
b)	Financial Bids of eligible bidders	18-11-2019 at 4.30 PM
c)	Likely date of commencement of Deployment of required manpower	19-11-2019
12. The tender has been invited under two bid systems 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 the Director CFTI, Chennai and "Financial Bid for providing Manpower services to the Director CFTI, Chennai". Above both sealed envelopes should be kept in a third sealed envelope super scribing. "Tender for providing manpower service to the Director CFTI, Chennai. The envelope not super scribed as above and sealed properly will not be entertained.
13. The successful tenderer shall have to deposit a performance security deposit as determined by CFTI, Chennai of Rs 1,00,000(Rupees One Lakh Only) in the form of fixed Deposit Receipts (FDR) made in the name of agency but hypothecated to the Director CFTI, Chennai or in form of Bank Guarantee from any nationalised Bank made in favour of the Director CFTI, Chennai covering the period of contract. In case, the contract is further extended beyond the initial period, the FDP / Bank Guarantee will have to be accordingly renewed by the successful tenderer through the concerned bank.
14. The tendering Manpower service providers are required to enclose photo copies of the following documents (duly attested by Group "A" or Group "B" Gazetted officer(s) of the state Govt/Central Govt along with the Technical Bid, failing which their bids should be summarily / out rightly rejected and will not be taken for consideration further.
15. The conditional Bids shall not be considered and will be out rightly rejected in very first instance
16. All entries in the tender form should be legible and filled clearly and all pages should be signed by the provider himself with full signature and date. 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 technical bid and Financial bid form in such cases the tender shall be summarily rejected

17. The Director CFTI, Chennai being the competent Authority reserves the right to annual all / any bids without assigning any reason thereof.
18. The contract period will be valid for a period of one year from the date of award of contract, which is extendable by one year each time for a maximum of three years subject to the satisfactory performance and as well as same terms and conditions as mentioned.

REQUIREMENTS FOR THE TENDERING COMPANY/FIRM/AGENCY

The tendering Manpower Company/Firm/agency should fulfil the following conditions and furnish supporting documents:

- a) The Registered Office or one of the Branch Office of the Manpower Company/Firm/Agency should be located either in Chennai / or in any of the satellite towns of Chennai
- b) The Manpower Company/Firm/Agency should be registered with the appropriate registration authority and should have at least turnover of Rs20.00 lakhs per year
- c) The Company/Firm/Agency should have at least three years experience in providing manpower to at least three Private Companies / Public Sector Companies / Banks / Government Ministries/ Departments etc and providing the same services for at least three companies
- d) The Company/Firm/Agency should have its own Bank Account
- e) The Company/Firm/Agency should be registered with Income Tax and Service Tax Departments
- f) The Company/Firm/Agency should be registered with appropriate authority under Employees Provident Fund and Employees State Insurance Acts
- g) If a firm quotes "Nil" charges / consideration , the bid shall be treated as unresponsive and will not be considered
- h) They should have any other regulatory clearance (to be specified by the user Institute that may be required for providing manpower services) if required.

TECHNICAL BID

For providing Manpower Services to
Central Footwear Training Institute, Chennai

1. Name of Tendering Manpower Service Provider
2. Details of Earnest Money Deposit DD No.
Dated of Rs. drawn on Bank
3. Name of Proprietor / Partner/.....
4. Full address of Registered Office
- Telephone No.
Fax No.
E-Mail Address
5. Full address of Operating / Branch Office at Chennai
- 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 No.
8. PAN/GIR No.
- (Attach attested copy)
9. Service Tax Registration No (GSTIN No)
- (Attach attested copy)
10. EPF Registration No.
- (Attach attested copy)
11. ESI Registration No.
- (Attach attested copy)
12. Registration / Licence No. under the contract labour (Regulation and Abolition) Act – 1970.
13. Financial Turnover of the tendering Manpower Service Provider for the last three financial years

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

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

15. Give details of the major similar contracts handled by the tendering Manpower service provider during the last three years in the following format

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

S. No	Name of Client, address, telephone No. & Fax No	Manpower service provided		Amount of contract (Rs Laks)	Duration of contract	
		Type of Manpower Provided	No		From	To

16. Additional information, if any:-

(Attach separate sheet, if required)

Date: Full Signature of Proprietor/Service/Provider

Place: Full Name:

Seal:

DECLARATION

- I
Son/Daughter/ Wife of SriProprietor/ Service Provider, mentioned above, am competent to sign this declaration and execute this tender document.
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- 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 liabilities towards prosecution under appropriate law.

Date: Full Signature of Proprietor/Service/Provider

Place: Full Name:

Seal:

TERMS AND CONDITIONS

1. The contract shall be for a period of one year unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of employees of contract etc.
2. The contract will be valid for a period of one year from the date of award of contract, which is extendable by one year each time for a maximum of three years subject to the satisfactory performance and as well as same terms and conditions. The contract shall automatically expire on completion of one year unless extended further
3. The contract may be extended, on the same terms and conditions or with same addition/ deletion/ modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and the Ministry
4. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Ministry
5. The tenderer will be bound by the details furnished to this CFTI, Chennai while submitting the tender or at subsequent stages. In case, any of such documents furnished by the agency/firm/company is found 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 contract
6. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower
7. The CFTI, Chennai reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency
8. This CFTI, Chennai office has six working days i.e., (Monday to Saturday) in a week (second Saturday holiday) from 9.30 hrs to 17.30 hrs with Lunch break of ½ an hour from 13.00 to 13.30 hrs. Besides this, the CFTI, Chennai also observes the Gazetted holidays notified by the Government of India from time to time. The personnel may be called on Saturday, Sunday and other gazetted holidays, if required, compensatory leave will be given in case of work on holidays
9. In case the person employed by the successful Company/Firm/Agency commits any act of omission/commission, that amounts to misconduct/indiscipline/incompetence and the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required, by the Office
10. The tendering Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this Office because of security risks, incompetence, conflict of interest, improper conduct etc., upon receiving written notice from this Office.
11. The person deployed shall be required to report for work at 9.00 hrs to the concerned officers/Sections of CFTI, and would leave at 17.30 hrs. In case person deployed is absent on a particular day or comes late/leaves early on three occasions in a month, one day's wage shall be deducted
12. The agency shall depute a coordinator who would be responsible for immediate interaction with the CFTI, Chennai so that optimal services of the persons deployed by the agency could be availed without any disruption
13. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond three working days would attract a penalty @ 200 per day on the service providing agency

14. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in this CFTI, Chennai will have no liabilities in this regard
15. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of so employed and deployed in this CFTI, Chennai .The persons deployed by the agency in this office shall have no claims of any Master and Servant relationship against the CFTI, Chennai.
16. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to the persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
17. This Office shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation
18. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees of this Office during the contract or after expiry of the contract
19. Tendering agency shall also be liable for depositing all taxes, levies, cess etc on account of service rendered by it to the CFTI, Chennai to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
20. The tendering agency shall maintain all statutory registers under the law. The agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under law
21. The Tax Deduction at source (TDS) shall be deducted as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by this CFTI, Chennai
22. In case the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the CFTI, Chennai is put to any loss/obligations, monetary or otherwise, the CFTI, Chennai will be entitled to get itself reimbursed out of the outstanding bills for the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms
23. Further, if the agency fails to deploy persons against the initial requirement within 15 days from the date of placing the order, the EMD/PERFORMANCE GUARANTEE shall stand forfeited without giving any further notice
24. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this CFTI, Chennai besides annulment of the contract
25. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to any claim for any absorption in the regular / otherwise capacity in this CFTI, Chennai

LEGAL

1. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc in respect of the persons deployed by it in this CFTI, Chennai
2. The payments shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower. The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same to Director, CFTI in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month
3. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc, should be necessarily accompanied with documentary proof pertaining to the concerned month. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this CFTI, Chennai
4. The amount of penalty calculated @ Rs 200/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Company/Firm/Agency in the following month
5. This CFTI, Chennai reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage

FINANCIAL

1. The Technical bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest, of Rs 25,000/- (Rupees Twenty Five Thousand Only) in the form of account payee Demand Draft drawn in favour of the Director CFTI, Chennai payable at Chennai failing which the tender shall be rejected outrightly
2. The Earnest Money Deposit in respect of the agencies which do not qualify in the tender shall be returned to them without any interest within 30 days from the date of opening of the Bid
3. In case of successful bidder, 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 assigning any reason
4. Method for Evaluation of Financial BID
As the take home remuneration per month, EPF, ESI are fixed as per the State Govt / Central Govt of India instructions from time to time. No comparison will be made with respect to the amount quoted by the bidders, it will be paid as per the Govt norms. The comparison will be made only in respect of rate quoted against service charge
The financial bids of service providers whose technical bids are found to be in order and accepted by the committee will be evaluated only in respect of service charge. The lower rate quoted in respect of service charges will be awarded with the contract. If the minimum rate quoted for service charge by different bidder will be same the following method will be adopted for evaluation
 - i. If rate quoted by the bidder in respect of the service charges will be same, the firm with highest years of experience in providing manpower on outsourcing basis to Govt Institutions will be awarded the contract
 - ii. If the years of experience become same, then the firm which has deployed the highest number of manpower in Govt last three years in Govt Institutions of similar status shall be considered for award of contract for year 2019-20
 - iii. If the number of Manpower deployed on average of last three years into 2018-19 become same then the bidder having highest turnover during 2017-18 will be awarded the contract
 - iv. If the turnover during 2018-19 become same then the firm with highest years of experience in providing manpower on outsourcing basis to Govt Institutions during 2017-18 will be awarded the contract
 - v. The successful bidder will have to deposit a performance security deposit as determined by CFTI, Chennai of Rs 1,00,000/- (Rupees One Lakh Only) in the form of fixed deposit Receipts (FDR) made in the name of agency but hypothecated to the Director CFTI, Chennai or in the form of Bank Guarantee from any Nationalised bank in favour of the Director CFTI, Chennai covering the period of contract in case the contract is further extended beyond the initial period the FDR / Bank Guarantee will have to be accordingly renewed
 - vi. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement
 - vii. The Manpower Service Provider shall furnish the bill in triplicate along with attendance sheet duly verified by the authorized officer of Director CFTI, Chennai in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released within the second week of the succeeding month
 - viii. The claims in bills regarding Employees State Insurance Provident Fund, and service tax etc should be necessarily accompanied 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 Director CFTI, Chennai

- ix. The amount of penalty calculated @ 200/- per day per person on account of delay, if any in providing a substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month
- x. In the event of any dispute arising in respect of the clauses for the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties
- xi. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located i.e., Chennai
- xii. The successful bidder will enter in to an agreement with CFTI, Chennai for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions
- xiii. The Employer's share of contribution towards EPF and ESI, GST (if applicable), and service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee. The manpower service provider shall deposit all statutory dues with the concerned authority and claim the same from the concerned Govt department office along with its service charge by producing documentary proof of payment
- xiv. The Employee's share of contribution towards EPF and ESI shall be deducted by the manpower service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities
- xv. The Authority reserves right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage

AGREEMENT FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS

The Agreement is made on this day ofbetween the Central Footwear Training Institute, 65-1, G.S.T. Road, Guindy, Chennai - 600 032 herein after referred to as the first party (Authority)

AND

M/s.Represented by Sri Herein after called the second party (Manpower Service Provider) which expression shall where the context so requires or admits, also include the successors or assignees of the other part.

Whereas, the "Authority" desires that the services of are required. In CFTI, Chennai – 600 032.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with provisions 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 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 per requisition of CFTI, Chennai – 600 032 in conformity with provisions of the Terms and conditions in tender document
3. That the Authority hereby further agrees to pay the manpower service provider as per the contract price at the time and in the manner prescribed in the said Terms and condition
4. That in the event of any dispute that may arise it shall be settled as per the Terms and condition of the tender
5. That this agreement is valid up to one year from the date of executing order by the service provider
6. That the termination of this contract shall be effected due to any reason as per terms and condition of tender by either party with a prior notice of one month

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 officer Authorised to
Sign on behalf of premises manpower
Service Provider Authority

Signature of the Authority
(An officer acting in the
for and on behalf of the authority)

IN THE PRESENCE OF WITNESS

Witness:

1.Name

Address

2. Name

Address

.....

Witness:

1.Name

Address

2. Name

Address

.....

ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

1. 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 deployed, breach of contract etc, or change in requirements
2. The agreement shall automatically expire on (date) 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 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, such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement
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 in time as per their nature of duty and shall work under the officer as may have been kept in charge of the office / Department / Hostel and would leave after completion of duty hours and remain beyond duty hour n exigency for which he 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 on there 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 be paid extra remuneration as per rates approved 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 CFTI, Chennai so shat optimal services of the persons deployed could be availed without any disruption
10. The entire financial liability in respect of manpower services deployed in CFTI, Chennai or office concerned shall be that of the Manpower Service Provider and the CFTI, Chennai or office 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 show such evidence as may be required by the CFTI, Chennai or office concerned
11. For all intents and purpose / the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the CFTI, Chennai or office concerned
12. The Manpower Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The CFTI, Chennai shall, in no way, be responsible for settlement of such issued whatsoever. In case the grievances of the deployed person are not attended to by Manpower Service Provider the deployed person can replace their grievance before a Joint Committee consisting of a representative of the CFTI, Chennai or office concerned and an Authorized representative of the Manpower Service Provider
13. The CFTI, Chennai 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

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 termination of this Agreement on its expiry or otherwise, the persons deployed by that, 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 absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the 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 should be submitted. The Manpower Service Provider shall comply with all legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if, required under the Act.
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 contribution towards Provident Fund and Employees State Insurance, wherever applicable
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the CFTI, Chennai or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed
21. 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 Manpower Service Provider as well as the person deployed liable for penal action under the applicable 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 CFTI, Chennai of office concerned. The CFTI, Chennai or office concerned shall have no liability 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 CFTI, Chennai of office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the CFTI, Chennai or office concerned
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 CFTI, Chennai or office concerned or any other authority under law
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the CFTI, Chennai or the office concerned is put to any loss/ obligation, monetary or otherwise, the University or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the basis of obligation in monetary terms
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-

payment of statutory dues. The CFTI, Chennai or office concerned will have no liability towards non-payment of remuneration of the persons 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 CFTI, Chennai or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit

27. In case breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement
28. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by this office in respect of the persons deployed and submit the same to the Director CFTI, Chennai in the first week of the succeeding month
29. The amount of penalty calculated @ Rs 200 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month
30. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage
31. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling Officer for his decision and the same shall be binding on all parties
32. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.