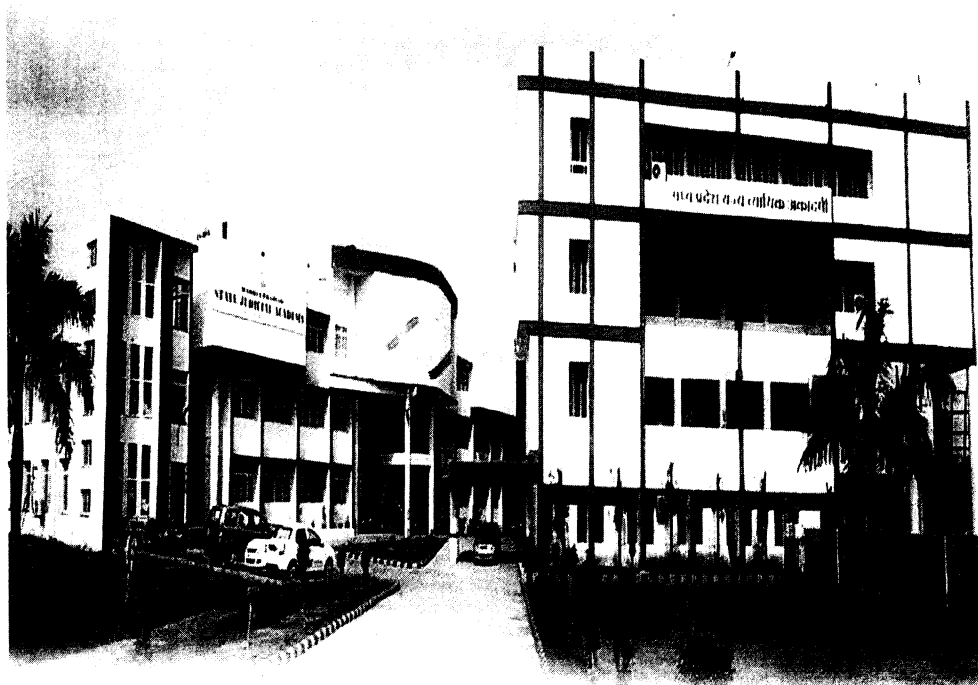


# DRAFT TENDER DOCUMENT

## FOR MANPOWER SERVICE PROVIDER

NO. 509/MPSJA/2017 .....

DATE: 08-12-2017 .....



### **MADHYA PRADESH STATE JUDICIAL ACADEMY, HIGH COURT OF MADHYA PRADESH, JABALPUR**

**Tel: 0761-2628679**

**E-Mail: [mpsja@mphc.in](mailto:mpsja@mphc.in)**

**Website: [www.mphc.gov.in](http://www.mphc.gov.in)**

Price: Rs. 500/- (Five Hundred Rupees Only)

(Those who download the tender document from Website should enclose a DD of Rs.500/- towards cost of tender)

**Note :- Demand Draft and EMD submitted by the bidders should only issued from Nationalized Bank / Schedule Bank.**

HIGH COURT OF MADHYA PRADESH, JABALPUR

Notice Inviting Tender

NO. REG(IT) (SA)/2017/.....

DATE: 08/12/2017

Sealed tenders are invited by the High Court under two bid system from reputed service provider with experience in providing IT Personnel/ Technical Manpower (Skilled and unskilled helpers and professionals) for a period of one year w. e. f. the date of effectiveness of the agreement in the High Court. The details of the tender document is available in the website [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in). The downloaded tender document should be accompanied with a D.D for Rs. 500/- along with the tender bid. The EMD of Rs. 20,000/- (Rupees Twenty Thousand only) should also be paid by Demand Draft/Bank Guarantee/ Bankers Cheque in favor of the "**Registrar General, High Court of Madhya Pradesh payable at Jabalpur**" along with bid. The last date of tender submission is 02/01/2018 latest by 01:00 PM and the Bids of the tender are to be opened on same day at 5:00 P.M. Any further clarification/ corrigendum(s) shall be available on the website of the High Court [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in).

**REGISTRAR GENERAL**

## TENDER DOCUMENT

For providing Services of Skilled and unskilled helpers and professionals to the Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh, Jabalpur.

### Tender Schedule

- (a) Last Date and Time for submission 02/01/2018 before 01:00 PM at the Reception of the Madhya Pradesh State Judicial Academy, Jabalpur.  
Note: Late bid shall be out rightly rejected.
- (b) Date and time for opening of the Bids 02/01/2018 at 5:00 P.M.

### BIDDER'S COVERING LETTER

To,  
The Registrar General,  
O/o the High Court of Madhya Pradesh, Jabalpur  
Madhya Pradesh-482007

Dear Sir,

Ref: Tender no: \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 150 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this ..... Day of .....

Signature of Authorized Signatory  
In capacity of .....

Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs. 500/-

Crossed D.D. no. .... dated ..... Drawn on bank:  
.....

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

**Tender No:** \_\_\_\_\_

To

The Registrar General,  
O/o the High Court of Madhya Pradesh, Jabalpur  
Madhya Pradesh.

Dear Sir,

Subject: Authorization for attending bid opening on ..... in the Tender for  
Manpower Services for the Madhya Pradesh State Judicial Academy, High Court of  
Madhya Pradesh (tender no: \_\_\_\_\_)

Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of preference given below.

Order of Preference Name

Signature

1.

2.

or

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

Note:-

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signature of bidder with name

CONTENTS OF TENDER DOCUMENT

S. No.	Description of Contents	Page No.
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3	Tender Application - Technical Bid	11-13
4	Tender Application - Financial Bid	14
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6	Agreement with Terms & Condition	22

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The Registrar General on behalf of High Court of Madhya Pradesh floats the tender for providing Services of Skilled and unskilled manpower and professionals for Madhya Pradesh State Judicial Academy.

1. The Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh, Jabalpur requires the services of reputed, well established and financially sound Manpower Service Provider having experience in providing skilled, semi-skilled and unskilled Personnel (herein after called "Service Provider") to provide services of Driver, Aaya (child caretaker), Electrician, Liftman, Chowkidar, Gardner & Plumber on contract basis for their engagement in Madhya Pradesh State Judicial Academy, Jabalpur.
2. The contract for providing the aforesaid manpower is for a period up to 31<sup>st</sup> March, 2019 from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Academy for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Academy requirements or non-scheduling of training session. The High Court of Madhya Pradesh, however, reserves right to terminate this contract at any time after giving one week's notice to the Service Provider.
3. This Department has tentative requirement of the manpower as given below:-

Sl. No.	Name of the Post	Number	Place of Posting
1	Driver	2	MPSJA
2	Aaya (child caretaker)	1	MPSJA
3	Electrician	1	MPSJA
4	Lift man	1	MPSJA
5	Chowkidar	1	MPSJA
6	Plumber	1	MPSJA
7	Gardner	1	MPSJA

- The requirements may increase/decrease in any/ all the categories.
4. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) and other requisite documents by 02.01.2018 up to 1:00 PM in the Inward / Receipt Section of the Madhya Pradesh State Judicial Academy, Jabalpur.
  5. The various crucial dates relating to "Tender for Providing Manpower Services to Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh" are cited in the 3<sup>rd</sup> page of the tender document.
  6. The bids submitted by the vendor on e-Mail / Fax will be summarily rejected. Late bid shall be out rightly rejected.
  7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Service Provider is advised to submit two

separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh" and "Financial Bid for Providing Manpower Services to Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to Madhya Pradesh State Judicial Academy, the High Court of Madhya Pradesh.

8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order / Bank Guarantee drawn in favor of "**Registrar General, High Court of Madhya Pradesh payable at Jabalpur**" and it should accompany the Technical Bid failing which the tender application shall be rejected summarily.
9. The successful tenderer shall have to deposit a Performance Security Deposit of one month's remuneration of all the deployed manpower including statutory dues in the form of Bank Guarantee from Nationalized Bank / Scheduled Bank in favor of the Registrar General, High Court of Madhya Pradesh, Jabalpur covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further :-
  - (a) Copy of the GST Registration certificate of the Service Provider issued by the competent authority;
  - (b) Copy of latest GST return.
  - (c) Copy of PAN/GIR card;
  - (d) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.
  - (e) Copies of EPF and ESIC certificates.
  - (f) Copy of the Labor License/Registration under the Contract Labor (Regulation & Control) Act, 1970
  - (g) Experience certificate of providing manpower services.
  - (h) Copy of the terms and conditions at pages 17 to 23 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
11. Any conditional bids shall not be considered and may be outrightly rejected in the very first instance.
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender may be summarily rejected.

However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

13. The Technical bids would first be taken into consideration by a Committee. Both the bids shall be opened on the scheduled date and time in the

presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.

14. The Financial Bid of only those tenderers will be considered whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder shall be considered by the Committee. The High Court is under no obligation to accept the lowest bid.
15. The competent authority of High Court of Madhya Pradesh reserves the right to annul all bids without assigning any reason.
16. The Authorized signatory shall submit the letter of authorization.
17. The remuneration shall be fixed by the High Court which is not be less than the minimum wage fixed/notified by the Collector, Jabalpur or the Government of Madhya Pradesh or the case may be and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Academy/ High Court of Madhya Pradesh shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution and other certificates as per statutory Laws.
18. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the High Court of Madhya Pradesh. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
19. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
20. The High Court of Madhya Pradesh reserves the right to call for any documenting original to verify the veracity of the documents.



**TECHNICAL REQUIREMENTS FOR THE TENDERING  
SERVICE PROVIDER**

The tendering Service Provider should fulfill the following technical specifications: -

- 1) The Bidder may be a Proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted.
- 2) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
- 3) The Service Provider should be duly registered with the Service Tax/GST Authorities and having valid labour license under Contract Labour (Regulation & Control) Act, 1970.
- 5) The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- 6) The Service Provider should have its own Bank Account in Nationalization Bank / Scheduled Bank.
- 7) Any other relevant document/ certificates as per the bid document.

## REQUIREMENTS FOR THE MANPOWER

**All personnel provided must have following general qualifications:**

- a. They should be above 18 years of age;
- b. The Minimum Educational Qualification should be 10<sup>th</sup> class.
- c. He should have Character certificates from a Gazetted Officer of the Central Government / State Government or any public servant.
- d. Antecedent to be verified by Local Police Authority.

**Additional requirements:**

### **Driver**

- a. He must have a driving licence of LMV and should know basics of car maintenance.

### **Electrician**

- a. He must be expert in electric fittings and should have knowledge of the working of electronic equipments.
- b. He must be a ITI passout or Government Electrical Licence Holder or must have an experience of five years working as Electrician.

### **Lift Man**

- a. He must have a basic knowledge about the working of the lift.

### **Plumber**

- a. He must be expert in bath fittings and should have the skills of repairing any defect in the same.

### **Gardner**

- a. He must be expert in gardening.
- b. Must hold a course certificate in gardening or must have an experience of working as a gardner for five years.

**APPLICATION - TECHNICAL BID**

**(For Providing Manpower Services to Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh)**

1. Name of Tendering Service Provider: \_\_\_\_\_
2. Status( Proprietor /Partner/ \_\_\_\_\_  
Director): \_\_\_\_\_
3. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_
4. Full Address of Registered : \_\_\_\_\_  
Office \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
5. Full address of Operating / \_\_\_\_\_  
Branch Office: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
6. Name & telephone no. of : \_\_\_\_\_  
Authorized officer/person to liaise with Field Office(s)
7. Banker of the Service Provider: \_\_\_\_\_
8. PAN No. : \_\_\_\_\_  
(Attach attested copy)
9. GST Registration No. : \_\_\_\_\_  
(Attach attested copy)
10. E.P.F. Registration No. : \_\_\_\_\_  
(Attach attested copy)
11. E.S.I. Registration No. : \_\_\_\_\_  
(Attach attested copy)
12. Latest GST return detail : \_\_\_\_\_  
(Attach attested copy)

13. Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970,

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

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

S. No.	Name of client address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract		Remark
		Type of Manpower provided	No		From	To	

16. Additional information, if any

(Attach separate sheet, if required)

Date:

Signature of the authorized person

Place:

Name:

Seal

## DECLARATION

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

Date:  
Place:  
Seal

Signature of authorized person  
Name:

## APPLICATION - FINANCIAL BID

(For Providing Manpower Services to Madhya Pradesh State Judicial Academy,  
High Court of Madhya Pradesh)

1. Name of tendering Service Provider:
2. Service commission per manpower type per month inclusive of all statutory liabilities, levies, cess etc:

S. No.	Manpower Type	No. of Posts (approx)	Monthly Remuneration in Rs.	Monthly Percentage of Service Charge/ Commission of Service Provider. (quote in % only)
1	Driver (Semi Skilled)	2	As per M.P. Government Norms.	
2	Aaya (Unskilled)	1	As per M.P. Government Norms.	
3	Electrician (Skilled)	1	As per M.P. Government Norms.	
4	Lift man (Semi-skilled)	1	As per M.P. Government Norms.	
5	Chowkidar (Unskilled)	1	As per M.P. Government Norms.	
6	Plumber (Skilled)	1	As per M.P. Government Norms.	
7	Trained - Gardner (Semi-skilled)	1	As per M.P. Government Norms.	

Date:

Signature of the authorized person

Place:

Name:

Seal:

Notes:

1. The minimum take home remuneration is fixed by the High Court on time to time for the mentioned posts. The percentage commission charges should be fixed for entire period of contract on take home remuneration by the above manpower types. The minimum remuneration includes all taxes / dues like EPF/ ESI/ other statutory dues if any.
2. The services tax/GST will be applicable as per Govt. norms and not including in the take home remuneration given to above manpower type.
3. The commission quoted by the tendering Service Provider should be inclusive of all expenditure to hire the manpower till the deployment.
4. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the Madhya Pradesh State Judicial Academy.

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence w.e.f 15-01-2018 the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall be initially for a period up to 31<sup>st</sup> March, 2019 w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the High Court.
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 Service Provider and the Authority.
4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the High Court.
5. The Department, at present, has tentative requirement of 2 Drivers, 1 Aaya (child caretaker), 1 Electrician, 1 Lift man, 1 Chowkidar, 1 Gardner and 1 Plumber. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tendrer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Madhya Pradesh State Judicial Academy so that optimal services of the persons deployed could be availed without any

disruption. The coordinator shall work under the guidance of Deputy Director, Madhya Pradesh State Judicial Academy.

9. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable.
10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
11. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions /duties, or for payment towards any compensation.
13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts.  
**Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.**
16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted before executing the contract. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
17. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.



18. The Service provider will provide a list of candidates for the posts of Driver, Aaya (child caretaker), Electrician, Liftman, Chowkidar, Gardner & Plumber. The Selection Committee/ Officer authorizing by constituted/ by the Judge In-charge Judicial Education will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The High Court reserves the right to appoint/reject any candidate based on merits of the candidates.
19. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The contract will be executed on the availability of funds after allocation of funds from the State Government.
22. The number of manpower may increase/decrease depending upon the requirement of the Training Schedules.
23. The payment shall be made a conclusion of the calendar month for which duty has been performed by manpower as per the need and requirement.

#### **LEGAL**

24. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable as fixed by the High Court to different types of worker in respect of the persons deployed by it in the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh. The Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the High Court of Madhya Pradesh.
25. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh.

26. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh or any other authority under Law.
27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of GST Act/Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh.
28. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh concerned is put to any loss / obligation, monetary or otherwise, Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
29. The Service Provider shall be held responsible for any loss/damage to the equipment's and instruments of the High Court provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the High Court.
30. 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 Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
31. The decision of High Court of Madhya Pradesh in this regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

#### FINANCIAL

32. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 20,000/- (Twenty Thousand Rupees) refundable without interest, and tender fees of Rs. 500/- (Five Hundred Rupees) non refundable in the form of Demand Draft / Pay Order drawn in favour of the Registrar General, High Court of Madhya Pradesh, Jabalpur, Madhya Pradesh payable at Jabalpur failing which

- the tender shall be rejected out rightly.
33. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
  34. The successful tenderer will have to deposit a Performance Security Deposit of one months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Registrar General, High Court of Madhya Pradesh, Jabalpur, Madhya Pradesh covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
  35. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
  36. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh in respect of the persons deployed and submit the same to the concerned High Court in the first week of the succeeding month. The High Court shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
  37. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the High Court shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the High Court for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
  38. Penalty will be levied and recovered @ Rs.200/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
  39. 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.

40. 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.
41. The Personnel deployed by the Service Provider in the High Court shall work under the direct supervision and control of the Director, Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh, Jabalpur, Madhya Pradesh. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Director, Madhya Pradesh State Judicial Academy, Jabalpur.
42. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
43. 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.
45. The successful bidder will enter into an agreement with Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh for supply of suitable and qualified manpower as per requirement of Madhya Pradesh State Judicial Academy /High Court of Madhya Pradesh on the above terms and conditions.

**Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between High Court and the Service Provider and any noncompliance shall be deemed as breach of the Contract/Agreement.**

**Declaration by the Tenderer:**

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

(Signature of Tenderer with seal)

Address:

Name:

Phone No (O):

Seal:

Date:

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

1. List of Manpower shortlisted by service provider for deployment in Madhya Pradesh State Judicial Academy containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the Service Provider asked by the Competent Authority.
2. Bio-data of all persons.
3. Any other document considered relevant.

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the High Court of the Madhya Pradesh represented by \_\_\_\_\_, here-in-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 Shri \_\_\_\_\_, here-in-after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in \_\_\_\_\_ Madhya Pradesh State Judicial Academy; And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "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 "High Court" to the "Service Provider", the "Service Provider" hereby agrees with the "High Court" to provide personnel to be engaged as " \_\_ " in the \_\_\_\_\_ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "High Court" hereby further agrees to pay the "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.
5. That this agreement is valid up to.....

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

Signature of the person  
authorized to sign on behalf of Service  
Provider.  
Jabalpur

Signature of the Authority  
(An officer acting in the premises for  
and on behalf of the High Court of M.P.

In the presence of witness:-

Witness

Witness

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

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