

Model Bidding / Tender Document

ଠିକା ପ୍ରସ୍ତୁତ ଦସ୍ତାବିଜ

Govt. of Odisha

ଓଡ଼ିଶା ସରକାର

Skill Development & Technical Education Department

ଦକ୍ଷତା ବିକାଶ ଓ ବୈଦିଗିକ ଶିକ୍ଷା ବିଭାଗ

(Principal Govt. ITI, Sonepur)

ଅଧ୍ୟକ୍ଷ ଶିଳ୍ପ ଡାକ୍ତର ଅନୁଷ୍ଠାନ, ସୁବର୍ଣ୍ଣପୁର

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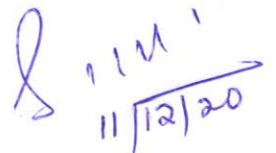
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Date 11-12-2020

Tender notice for award of contract for providing of services Data Entry operator ,Attendant, peon Watchman and sweeper for a period of one year w.e.f. 15-1-21 to 14-01-22.

Sealed tender are invited from reputed manpower agencies services provider to provide the services of Data Entry operator ,Attendant, peon, Watchman and sweeper for a period of one year w.e.f. 15-01-21 to 14-01-22 through a suitable placement agency on contact basis for day to day official work.

The detailed information for outsourcing the services aforesaid post has been given in the tender document which may either be down loaded from the website www.govtisonapur.in/www.subarnapur.nic.in or obtained in the person from sri R.K.Maharana ATO of Govt. ITI Sonepur .The last date and time for submission of tender document is 6-01-2021 by 03 pm.



Principal

Govt. ITI Sonepur

Tender Document

For providing services of Data Entry Operator , Attendant, Peon , watchman and Sweeper to the Govt. ITI Sonepur by a private manpower service provider.

- a) period of issue of tender document : 15-12-2020
- b) Date and time for submission of tender document: 06-01-2021 at 3pm
- c) Date and time for opening of
- i) Technical bids: 06-01-2021 at 4pm
- ii) Financial Bids of Eligible Bidders: 07-01-21 at 3pm
- d) Likely date for commencement of deployment of required manpower: 15-01-2021

R. V. I.
11-12-20

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF THE PRINCIPAL GOVT. ITI, SONEPUR.

- 1) She /He should be 18 years old and not exceeding 40 years.
- 2) The minimum educational qualification Data Entry Operator will be graduation in any discipline and for watchman, peon and attendant will be 10th pass.
- 3) The data entry operator should have speed of 4000 characters per minute in English and should be well conversant with computer and essentially well trained in MS office and internet.
- 4) All the watchman /peon/sweeper should have the ability to undertake any day to day physical work related to office garden office chamber /institution environment.

2121
11-12-20

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:

(a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/Office. Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).

(b) They should be registered with the appropriate registration authority;

(c) They should have at least **two/three years** experience in providing manpower to Government Departments, Public Sector Companies/Banks etc;

(d) They should have their own Bank Account;

(e) They should be registered with Income Tax and Service Tax Departments;

(f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

(g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.

(h) Minimum turn-over requirement. (to be assessed by the Department/Office keeping in view the present contract)

(i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

Description of contents	Page Number
Scope of work and general Instruction for service bidders	
Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider	
3. Tender Application – Technical Bid	
4. Tender Application – Financial Bid	
5. Terms and Conditions	
6. Chronological order for arrangement of documents	

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Govt. ITI Sonapur requires the services of reputed well established and financially sound manpower services provider to provide services of Date Entry operator Attendant, peon watchman/sweeper/ mali on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence 15-01-2021 and would continue till 14-01-2022 . The period of contract may be further extended beyond 01 (Date) provided the the requirement of the department for manpower persist at that time or may be curtailed / terminated before owing to deficiency in service or sub standard quality of manpower deployed by the selected service provider or because of change in the departments requirement . The department however reserves right to terminate this initial contract at any time after giving one week s notice to the selected serviced provider.
3. This Institute has tentative requirement for 01 no Data entry operator ,02 nos peon,03 nos watchman and 02 nos sweeper .The requirement may increase / decrease in any / all the categories.
4. The estimated cost of contract is Rs 840000/-
5. The interested manpower service provider may submit the tender document complete in all respect along with earnest money deposit (EMD) of Rs 4200/- and other requisite documents by 06-01-2021 up to 3pm at Principal, Govt. ITI Sonapur, At/Po-Hikudi Via – Ullunda, Dist –Subarnapur.
6. The various crucial date relating to tender for providing manpower services to the this Institute are cited as under
 - A) period issue of tender document
 - B) Date and time for submission of tender document
 - C) date and time for opening of
 - i) Technical bid:06-01-2021 4pm
 - ii) Financial bid of eligible tender and selection:07-01-2021, 3pm
 - D) Likely data for commencement of deployment of required manpower:15-01-2021
7. The tender are invited Two bid system' I.e. Technical bids and financial bids . The interested agency are advised two submit both bids to Govt. ITI, Sonapur with sealed envelope.
- 8) The earnest Money deposit (EMD) of Rs 4200/- Rupees Four thousand Two hundred only refundable without interest .

9)The interested manpower service provider are required to enclose of the following documents (duly attested by group a Gazetted officer of the State Government / Central Government ,failing which their bids shall be summarily outright rejected and will not be considered .

- a) Registration certificate of the applicant organisation.
- b) Copy of PAN Card.
- c) Copy of IT return filed for the last three financial year .
- d) Copy of EPF/ ESI Certificate.
- e) Copy of service tax registration certificate.
- f) Copy bank bank account containing transaction of last three year.

10)The conditional bids shall not be considered and will be outright rejected in very first instance.

11) All entry in tender form should be legible and filled clearly ,If the furnishing information is insufficient ,a separate sheet duly signed by the authorized signatory maybe attached .No overwriting or cutting is permitted in financial bids form .In such cases the tender shall be summarily rejected. However cutting if any in the technical bid application must be initialed by the person authorized to sign the tender bids.

12) The technical bids shall be opened on the scheduled date and time at 4 pm on 06-01-2021 in the office of the Principal. Govt. ITI, Sonapur in the presence of representatives of the manpower service provider , if any who wish to present on the sport at that time

13) The Financial Bid of only those tender will be opened whose technical bids are found in order . The financial bids shall be opened at 3pm on 07-01-2021 in the office room Of Principal, Govt. ITI Sonapur, if any who wish to present on the sport at that time.

14) The competent Authority of the Govt. ITI, Sonapur (Principal) At/Po-Hikudi Via –Ullunda, Dist – Subarnapur. reserves the right to annul all bids without assigning any reason.

APPLICATION - TECHNICAL BID
For Providing Manpower Services to Water Resources Department

1. Name of the Tendering Manpower Service Provider:-----
2. Details of Earnest Money Deposit: DD No.----- date -----
of Rs. -----drawn on Bank-----
3. Name of Proprietor/ Partner/
Director: -----

4. Full Address of Registered : -----

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
Authorised officer/ person
to liaise with Field Office (s) : -----
7. Bank of the Manpower Service Provider: -----
(Attach certified copy of statement of
A/c for the last Three years) -----

Telephone Number: -----
of Banker -----
8. PAN/GIR No. : -----
(Attach attested Copy)
9. Service Tax Registration No. : -----
(Attach attested Copy)

10. E.P.F. Registration No. : _____
(Attach attested Copy)

11. E.S.I. Registration No. : _____
(Attach attested Copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial years.

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

13. Additional Information, if any:

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

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

Sl. No	Name of client, address, telephone & Fax No.	Manpower services provided		Amount of contract (Rs. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	to

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

Date:
Place:

Signature of authorised person
Name:
Seal:

APPLICATION-FINANCIAL BID

For providing Manpower Assistance to Govt ITI Sonepur

- 1) Name of tendering Manpower Service Provider
- 2) Rate per person per month (8 hours Per day) inclusive of all statutory liabilities taxes levies cess etc for Data Entry Operator only

Sl no	Manpower type	Take home remuneration	EPF	ESI	Other statutory dues if any	Service charges	Service tax	Total per person
01	Data Entry Operator							
02	Attendant /peon/ watchman/mali							

Minimum take home remuneration per person should be Rs 8800 for DEO and Rs 304.58 per day for attendant, peon , watchman, sweeper and Mali.

Date

Place

Signature of Authorised person

Full Name

Seal

Note

- 1) The total quoted rates quoted by tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
- 2) The payment shall be made on conclusion of the calendar month only on the basis of no of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from ---(date) and 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. This Institute has tentative requirement for 01 no Data entry operator ,02 nos peon,03 nos watchman and 02 nos sweeper on urgent basis. The requirement may increase / decrease marginally ,during the period of initial contact also and the tenderer would have to provide additional manpower service ,if required on the same terms and condition.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at time which is assigned by office to the Principal Govt ITI Sonepur or such other officer as may have been kept in charge of office establishment of the office concerned .In case the person 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.

made.

9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. 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.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department 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 to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
13. For all intents and purposes, 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 Department or Office concerned.
14. The Manpower 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. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorised representative of the Manpower Service provider.
15. The Department 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.
16. 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.

17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. 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.
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, 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 the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 is any, at his own part and cost.*
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. 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 Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. 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.

24. 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 Department or office concerned. The Department or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or 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 Department or office concerned.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
27. The Tax deduction at Source (T.D.S.) 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 provided by the Department or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department 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 loss or obligation in monetary terms.
29. 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 Department or Office concerned will have no liability towards non-payment of remuneration to 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

- 30 The technical Bid should be accompanied with a earnest money deposit (EMD), refundable without interest, of (Rupees 0.5% of the contact value in the form of demand draft /pay order drawn in favour of Principal Govt. ITI, Sonapur payable at Sonapur, failing which the tender shall be rejected out rightly.

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from data of placing the order the EMD shall stand forfeited without giving any further notice.

32. The successful tenderer will have to deposit a security amount of Rs ____ (one month employee cost including statutory dues in the form of fixed deposit receipt (FDR) made in the agency but hypothecated to the Principal Govt ITI Sonapur covering the period of contract. In case the contract is further extended beyond the initial period, The FDR will have to be accordingly renewed by the successful tenderer.

33. The successful tender will have to deposit a Performance Security Deposit of Rs. _____ (Rupees _____) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority 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 tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

34. 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.

35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned 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 by the second week of the succeeding month.

36. 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 the Department or Office concerned.

37. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond

three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.

38. 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.

relax

39. 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.

40. 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.

41. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

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 " _____ " in the _____ (name of the Department /Office) in conformity with the provisions of the Terms and Conditions .
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto _____

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

**Signature of the Officer
authorised to sign
On behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the
premises for and on
behalf of the
Governor of Orissa**

In the presence of witness :-

Witness

1. Name _____
Address _____

2. Name _____
Address _____

Witness

1. Name _____
Address _____

2. Name _____
Address _____

ANNEXURE

TERMS & 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 organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be 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 at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he would be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8 PM he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/-(fifty) per day.
9. 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.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.

11. The entire financial liability in respect of manpower services deployed in the Department or Office or concerned shall be that of the Manpower Service Provider and the Department 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 adduce such evidence as may be required by the Department or Office concerned.

12. For all intents and purposes, 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 Department or Office concerned.

13. The Manpower 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. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.

14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.

16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17. The person deployed shall not claim any benefit or compensation or 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.

18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e Labour Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour

(Regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

✓ 21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider 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 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.

23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the department or office concerned. The Department or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or 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 Department or office concerned.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

26. The Tax deduction at source (T.D.S) 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 provided by the Department or office concerned.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office

concerned is put to any loss / obligation, monetary or otherwise, the Department 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 loss or obligation in monetary terms.

28. 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 Department or Office concerned will have no liability towards non-payment of remuneration to 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 Department or Office concerned by the persons 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 Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

30. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned 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 by the second week of the succeeding month.

31. The claim 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 or the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

32. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider 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 mentioned above so as to overcome the problem encountered at a later stage.

34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

35. 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.

DECLARATION

1. I, _____ Son/ Daughter/ _____
Wife of Shri _____ Proprietor/ Director/ A
signatory of the Service Provider, mentioned above, am competent
to make this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of
this 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, I/we,
are well aware of the fact that furnishing of any false information/ false
document would lead to rejection of my tender at any stage and I shall
be liable for all liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorised person:
Full Name:
Seal:

AGREEMENT

This Agreement is made on this _____ day of _____ between the Governor of Odisha 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 Sri _____, hereinafter called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "_____" are required in _____ Department / Office;

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

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