

DISTRICT EMPLOYMENT EXCHANGE, KEONJHAR

TENDER DOCUMENT

For Providing Services of Young Professional and Counselor to the Model Career Centre, Keonjhar by a Private Manpower Service Provider.

- a) Period of issue of Tender Document :- 22 (Twenty two) days
From 15.07.2021 to 05.08.2021
- b) Date and time for submission of Tender Document :- Between 10 a.m. to 5 p.m. on working days starting from 15.07.2021 to 05.08.2021
- c) Date and time for opening of
- i) Technical Bids :- 06.08.2021 at 4.00 p.m.
 - ii) Financial Bids of eligible Bidders :- Will be intimated later over telephone
- d) Likely date for commencement of deployment of required manpower :- 1st September 2021

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. District Employment Officer, Keonjhar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Young Professional (one) and Counsellors (two)** on contract basis for completion of tasks / works of Model Career Centre present at District Employment Exchange, Keonjhar.
2. The contract for providing the aforesaid manpower is likely to commence **from 01.09.2021 and would continue till 31.08.2023 for a period of two years**. The period of contract may be curtailed / terminated before 31.08.2023 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The office, however, reserves the right to terminate this initial contract at any time after given one week's notice to the selected Service Provider.
3. This office has tentative requirement for **one Young Professional and two Counsellors** for completion of target tasks / works of Model Career Centre present at District Employment Exchange, Keonjhar. The requirements may decrease in any / all the categories.
4. The estimated cost of the contract is Rs.24,00,000/- (Twenty four lakh) only.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with the Earnest Money Deposit (EMD) of Rs.12,000/- (Twelve thousand) only and other requisite documents **through post only by 05.08.2021 upto 4 p.m.** to the address "**District Employment Officer, Keonjhar, At - District Employment Exchange, Keonjhar, 758001.**"
6. The various crucial dates relating to "Tender for Providing Manpower Services to the Model Career Centre at District Employment Exchange, Keonjhar -758001" are cited as under:
 - a) Period of issue of Tender Document :- 22 (Twenty two) days
From 15.07.2021 to 05.08.2021
 - b) Date and time for submission of Tender Document :- Between 10 a.m. to 5 p.m. on working days starting from 15.07.2021 to 05.08.2021.
 - c) Date and time for opening of
 - i) Technical Bids :- 06.08.2021 at 4.00 p.m.
 - ii) Financial Bids of eligible Bidders :- -do-
 - iii) Likely date for commencement of deployment of required manpower :- 1st September 2021
7. The Tender has been invited under **two bid system 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 Model Career Centre, Keonjhar** " and "**Financial Bid for Providing Manpower Services to Model Career Centre, Keonjhar** ". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower to Model Career Centre, Keonjhar**" with **mobile number on front** of envelope to intimate the date of opening of tender papers.
8. The **Earnest Money Deposit (EMD) of Rs.12,000/- (Twelve thousand) only**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the Service Provider in the form of **Demand Draft** drawn in favour of "**Model Career Corner, District Employment Officer, Keonjhar**" **failing which the Tender shall be rejected summarily.**
9. The successful tenderer will have to deposit a Performance Security Deposit of one month salary of manpower to be engaged in form of Bank Guarantee from any Nationalized Bank drawn in favour of "**Model Career Corner, District Employment Officer, Keonjhar**" covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guaranty will have to be accordingly renewed by the successful tenderer.

10. The tendering Manpower 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 / out rightly rejected and will not be considered any further:**
 - a) Registration certificate of the applicant organization.
 - b) Copy of PAN card.
 - c) Copy of the IT Return filed for the last three financial years.
 - d) Copies of EPF and ESI registration certificates.
 - e) Copy of the GST registration certificate.
 - f) Certified extracts of the Bank Account containing transactions during last three years.
11. The conditional bids shall not be considered and will be out rightly rejected in 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. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the Tender Bids.
13. The Technical bid shall be opened on the scheduled date, time and venue in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on this spot at that time. The fixed time and venue will be intimated to bidders before opening the tender documents.
14. The Financial bid of only those tenderer will be opened, whose Technical bids are found in order, in the presence of representatives of the Manpower Service Provider, if any, who wish to be present on this spot at that time.
15. The Competent Authority, the District Employment Officer, Keonjhar reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

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

1. The registered office or one of the Branch Office of the manpower service provider should be located within the jurisdiction of the District Employment Exchange, Keonjhar i.e. Keonjhar District. The manpower service provider should provide the name, designation, contact number and e-mail address of a person who will coordinate with the District Employment Officer.
2. They should be registered with the appropriate registering authority.
3. They should have at least two / three years of experience in providing manpower to Govt. Departments, Public Sector Companies / Banks, etc..
4. They should have their own Bank Account.
5. They should be registered with Income Tax and GST registration Departments.
6. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. They should have any other regulatory clearance from Labour Department / Industries Department that may be required for providing manpower services.
8. Minimum turn-over requirement of last financial year should have more than 8 lakh.
9. Execution of contracts of similar types of minimum value should have more than of Rs.15 lakh.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

For Young Professional (YP)

1. She / he should be in the age group of 21 to 32 years as on 01.09.2021.
2. Minimum Educational Qualification – Bachelor's Degree (B.E / B. Tech) or a Masters Degree (MBA / Master in Economics / Psychology / Sociology / Social Works) or any Post Graduate holding a Diploma Course (not less than 1 year) in Counseling or Career Guidance.
3. Must have passed Odia equivalent to M.E standard. Be able to read, write and speak Odia.
4. Persons having good academic record and previous experience in discharging the Job of Counseling, Organisation of Job Drives or Career workshops shall also be given preference.
5. Adequate knowledge in Computer MS Office, Power point presentation, Excel for preparing reports and budgets, Internet, use of tools like Micro soft Teams etc.
6. A Young Professional (YP) will get a monthly consolidated salary or Rs.40,000/- for a period of two years (i.e. 01.09.2021 to 31.08.2023).
7. Monthly target of work for a Counselor will be Individual counseling, Group counseling, Institutions visit, Industry visit, Job drive, Placement drive, Career seminar/ workshop / webinar, Employer registration, Job seeker registration, Library works etc. in quantifiable terms and additional works as per requirement of MCC / Schemes / Office as and when required.

For Counselor

1. She / he should be in the age group of 21 to 32 years as on 01.09.2021.
2. Minimum Educational Qualification – Masters Degree in Psychology or any Post Graduate holding a Diploma Course (not less than 1 year) in Counseling or Career Guidance.
3. Must have passed Odia equivalent to M.E standard. Be able to read, write and speak Odia.
4. Persons having good academic record and previous experience in discharging the Job of Counseling, Career guidance, Placement Drive shall also be given preference.
5. Adequate knowledge in Computer MS Office, Power point presentation, Excel for preparing reports and budgets, Internet and use of tools like Micro soft Teams etc.
6. A Counselor will get a monthly consolidated salary or Rs.30,000/- for a period of two years (i.e. 01.09.2021 to 31.08.2023)
7. Monthly target of work for a Counselor will be Individual counseling, Group counseling, Institutions visit, Industry visit, Job drive, Placement drive, Career seminar/ workshop / webinar, Employer registration, Job seeker registration, Library works etc. in quantifiable terms and additional works as per requirement of MCC / Schemes / Office as and when required.

APPLICATION – TECHNICAL BID

**For Providing Manpower Services to Model Career Centre at District Employment Exchange,
Keonjhar**

1. Name of Tendering Manpower Service Provider :
2. Details of Earnest Money Deposit : DD No..... Date.....
of Rs.....drawn on Bank.....
3. Name of Proprietor/ Partners/ Director :
4. Full address of Registered Office (with Pin Code) :
- Telephone No. :
- Mobile No. :
- E-Mail Id :
5. Full address of Operating / Branch Office: (with Pin Code) :
- Telephone No. :
- Mobile No. :
- E-Mail Id :
6. Name and Mobile no. / e-mail address of Authorized officer / person of Branch office to Coordinate with the Registered office and DEO :
7. Banker of the Manpower Service Provider (Attach certified copy of statement of A/C for the last Three years) :
- Telephone No. of Banker :
8. PAN No. (Attach self attested copy) :
9. GST No. (Attach self attested copy) :
10. E.P.F Registration No. (Attach self attested copy) :
11. E.S.I Registration No. (Attach self attested copy) :

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

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2018-19		
2019-20		
2020-21		

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.

Sl. No.	Name of client, address, telephone & E-mail Id	Manpower Services Provided		Amount of contract (Rs. Lacs.)	Duration of contract	
		Type of Manpower provided	No.		From	To

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

Date :
Place :

Signature of authorized person
Name.....
Seal.....

DECLARATION

1. ISon / Daughter / Wife of ShriProprietor / Partner / 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.

Signature of the authorized person

Date :

Name :

Place :

Seal :

Mobile No. :

E-mail address:

APPLICATION – FINANCIAL BID

**For Providing Manpower Services to Model Career Centre at District Employment Exchange,
Kconjhar**

1. Name of tendering Manpower Service Provider :
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	Monthly Rate per person						
		Take home remuneration in Rs.	EPF in Rs. (Employer share)	ESI in Rs. (Employer share)	Other statutory dues, if any	Service charge (Give round figure in Rs.)	GST amount in Rs. (Employer share)	Total per person in Rs. (To be released by Office to the Service Provider)
1	Young Professional	40,000/-						
2	Counselor	30,000/-						

Signature of the authorized person

Date
Place

Name :
Seal :

Mobile No. :

E-mail address:

Notes:

1. Employer share for EPF to be calculated upto maximum limit of remuneration of Rs. 15,000/- .
2. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
3. 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 the actual date of joining of YP / Counselor (tentative date is 01.09.2021) and shall continue till 31.08.2023 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 31.08.2023 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 Office at present, has tentative requirement of one Young Professional and two Counselors on urgent basis. The requirement of the Office, if further increase or decrease marginally, during the period of initial contract also and the tender would have to provide additional manpower services, if required, on the same terms and conditions.
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 during office hour and may also required to work beyond office hour (if urgency arises), for which she / 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 occasions, proportionate deduction from the remuneration for one day will be made.
9. In case, the person deployed is asked to work beyond 8 pm., he/she shall not be entitle to any late sitting-cum- refreshment compensation per day.
10. The person deployed may be called on holidays to attend duty for any urgent nature of work and shall not be paid extra remuneration on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator, who shall be responsible for immediate interaction with the Office, 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 Office shall be that of the Manpower Service Provider and the 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 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 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 Office 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 Office concerned and an Authorized representative of the Manpower Service Provider.

15. The Office 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 Govt. 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 if 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 Office. 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 Office . The 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 Office, 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 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 Office 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 Office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Office is put to any loss / obligation, monetary or otherwise, the Office 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 Office 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 Office by the persons employed, 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 an Earnest Money Deposit (EMD), refundable without interest, of (Rupees 0.5% of the contract value) in the form of Demand Draft drawn in favour of District Employment Officer, MCC, Keonjhar 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 the date of placing the order the EMD shall stand forfeited without giving any further notice.**
31. The successful tenderer will have to deposit a security amount Rs. 1,00,000/- (One lakh) only (One month employee cost) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the District Employment Officer, MCC, Keonjhar, 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.
32. The successful tender will have to deposit a Performance Security Deposit of Rs1,00,000/- (One lakh) only in the form of Bank Guarantee (FDR) form only of 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.
33. In case of breach of any terms and condition attached to this agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office 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.
35. The claims in bills regarding Employees State Insurance, Provident Fund, GST amount & Service charge etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or while of the bill amount shall be held up till such proof is furnished, at the discretion of the Office.
36. 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.
37. 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.
38. 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.
39. 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.
40. The successful bidder will enter into an agreement with this Office for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions

DOCUMENTS TO BE PROVIDED WITH THE TECHNIAL BID

1. Application- Technical Bid.
2. Attested copy of Registration of agency.
3. Certified copy of the statement of Bank account of agency for the last three years.
4. Attested copy of PAN card.
5. Attested copy of latest IT return filed by agency.
6. Attested copy of GST registration certificate
7. Attested copy of the PF registration letter / certificates.
8. Attested copy of the ESI registration letter / certificates.
9. Certified documents in support of the financial turnover of the agency
10. Certified document in support of entries in column 13 of technical Bid application.
11. Copy of terms and condition in tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Proof of local registered / branch office address.

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

1. List of Manpower short listed by agency for deployment in MCC, District Employment Exchange, Dhenkanal, containing full details i.e. date of birth, marital Status, address , educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

ANNEXURE-I

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from the actual date of joining of YP/Counselor and shall continue till 31.08.2023 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 31.08.2023 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, 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 during office hour and may also required to work beyond office hour (if urgency arises), for which she / 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 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 not be entitle to any late sitting-cum- refreshment compensation per day.
9. The person deployed may be called on holidays to attend duty for any urgent nature of work and shall not be paid extra remuneration on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator, who shall be responsible for immediate interaction with the Office, 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 Office, shall be that of the Manpower Service Provider and the 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 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 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 Office 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 Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Office 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 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 if any, at his own part and cost.
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 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 Office. 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 worker in respect of the persons deployed by it in the Office. The 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 Office, 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 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 Office 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 Office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Office is put to any loss / obligation, monetary or otherwise, the Office 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 Office 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 Office 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 condition 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 Office 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 claims in bills regarding Employees State Insurance, Provident Fund, GST amount & Service charge etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or while of the bill amount shall be held up till such proof is furnished, at the discretion of the Office.
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 bill 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.

ANNEXURE-II

AGREEMENT

This Agreement is made on this _____ day of _____ between the Govt. of Odisha represented by _____ here-in-after referred to as the "Authority" which expression shall, where the context so require 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 finalized the rate as per the terms and condition of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below:-

1. That the **Annexure-I** containing the Term 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 provision of the Terms and Conditions.
3. That the "Authority" hereby future 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
Govt. of Odisha

In the presence of witness:-

Witness

1. Name _____
Address _____

2. Name _____
Address _____

Witness

1. Name _____
Address _____

2. Name _____
Address _____