

OFFICE OF THE CHIEF DISTRICT VETERINARY OFFICER, JGATSINGHPUR

TENDER DOCUMENT

For providing Services of Data Entry Operators (2), Driver(1), Peon(4), Chowkidar(4), Attendant (2) for Office of the Chief District Veterinary Officer, Jagatsinghpur by a Private Manpower Service Provider

(a) Period of issue of Tender Document : 27/01/2020 to 10/02/2020

(b) Date and time for submission of Tender Document : 10/02/2020- 05.30 PM

(c) Date and time for opening of
(i) Technical Bids : 11/02/2020 at 11.00 AM
(ii) Financial Bids of eligible Bidders : 14/02/2020 at 11.00 AM

(d) Likely date for commencement of Deployment of required manpower : 20/02/2020

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Office of the Chief District Veterinary Officer, Jagatsinghpur requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Data Entry Operators(2), Driver(1), Peon(4), Chowkidar(4) and Attendant (2)** on contract basis for day to day official work at different field level institutions under the establishment of Chief District Veterinary Officer, Jagatsinghpur. The requirements may increase/ decrease in any/all the categories.
2. The contract for providing the aforesaid manpower is likely to commence from dt **20/02/2020** and would continue till **19/02/2021**. The period of the contract may be further extended beyond **19/02/2021** provided the requirement of the Office for manpower persists at that time or may be curtailed/ terminated before **19/02/2020** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Office's requirements. The Office however, reserves right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.
3. The interested bidders may visit the O/O CDVO, Jagatsinghpur on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.
4. Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribing "**Bid for Providing Manpower Services to O/O CDVO, Jagatsinghpur**" must reach the undersigned on or before **Dt. 10-02-2020 upto 05.30 PM by Speed Post/Registered Post/Courier/in person only**.
5. The proposal complete in all respect as specified must be accompanied with a Non- refundable amount **Rs 500/- including GST** towards **Bid Processing Fee** and **EMD of Rs 10,000/-** in form of **Demand Draft** in favour of **Chief District Veterinary Officer, Jagatsinghpur** drawn in any scheduled commercial bank and payable at Jagatsinghpur District failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier/in person so as to reach the authority by **Dt. 10-02-2020 upto 05.30 PM**. The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.
6. The various crucial dates relating to "**Tender for Providing Manpower Services to the O/O CDVO, Jagatsinghpur**" are cited as under :
 - (a) Period of issue of Tender Document : 27/01/2020 to 10/02/2020
 - (b) Date and time for submission of Tender Document : 10/02/2020- 05.30 PM
 - (c) Date and time for opening of
 - (i) Technical Bid : 11/02/2020 at 11.00 AM
 - (ii) Financial Bids of eligible Tenders and Selection : 14/02/2020 at 11.00 AM
 - (d) Likely date for commencement of Deployment of required manpower : 20/02/2020
7. The successful tenderer will have to deposit a Performance Security Deposit of Rs.70,000/- (Rupees Seventy Thousand) Only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Chief District Veterinary Officer, Jagatsinghpur** 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 tenderer.

8. The tendering Manpower Service providers are required to enclose photocopies of the following documents (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 / GIR card
 - (c) Copy of the IT return filed for the last three financial years
 - (d) Copies of EPF and ESI certificates
 - (e) Copy of the Service Tax (GST) registration certificate
 - (f) Certified extracts of the Bank Account containing transactions during last three years
 - (g) Copy of Bank Account Details
 - (h) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
 - (i) Copies of work orders from the previous organizations for providing services during last 3years.
 - (j) Undertaking regarding non-blacklisting (On stamp paper)
 - (k) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
9. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
10. 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.
11. The Technical bids shall be opened on the scheduled date and time at 11.00 A.M. on dt.**11/02/2020** in the Office chamber of Chief District veterinary Officer, Jagatsinghpur in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The Financial Bid of only those Tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at **11.00 AM** on dt.**14/02/2020** in the Office chamber of Chief District veterinary Officer, Jagatsinghpur in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. The Authority reserves the right to annul all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MAN POWER 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 Jagatsinghpur district.
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have at least **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) Minimum turn-over requirement per annum for last three years of the Manpower Provider should be Rs 15.00 LAKH

N.B.:- However Authority reserves the right to withdraw or relax any of the criteria mentioned above basing on the need.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER FOR THE OFFICE OF THE CHIEF DISTRICT VETERINARY

OFFICER, JAGATSINGHPUR

Sl No.	Manpower	Qualification & Age	Work Experience	Job Description
1	DEO	1. Must have a bachelor's degree in university. 2. Age must be 18 to 32 years	1- Post Graduate Diploma in Computer Application. 2-Should have should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, Internet and LAN function and typing in Odia	Carry out all type of data entry work and other office documentation work
2	Driver	1-Must have passed matriculation examination. 2-Must have a valid driving license for transporting van (Bolero pick-up) 3. Age must be 18 to 32 years	He should possess the driving license for transporting van (Bolero pick-up) at least 2 years back.	1-He must be available as and when required. 2-He should keep the office vehicle clean and tidy
3	Peon/ Chowkidar/ Attendant	1-Must have passed 7 th standard examination. 2. Age must be 18 to 32 years		1. He shall obey, oblige and carry out instructions from the superiors. 2. He should behave in an acceptable, cordial and obedient manner.

APPLICATION TECHNICAL BID
For Providing Manpower Services to O/O CDVO, Jagatsinghpur

1. Name of Tendering Manpower Service Provider: _____

2. Details of Bid Processing Fee: DD No. _____ date _____
of Rs. _____ drawn on Bank _____

3. Details of Earnest Money Deposit: DD No. _____ date _____
of Rs. _____ drawn on Bank _____

4. Name of Proprietor /Partner/
Director: _____

5. Full Address of Registered Head : _____
Office _____

Telephone No. : _____

E-Mail Address : _____

6. Full address of Operating _____

/ Branch Office **In Jagatsinghpur dist:**

Telephone No. : _____

E-Mail Address : _____

7. Name & telephone no. of : _____
Authorized officer/person
to liaise with Field Office(s)

8. Banker of the Manpower Service Provider: _____
(Attach self attested copy of statement of
A/c for the last Three years) _____

Telephone Number: _____
Of Banker

9. PAN / GIR No. : _____
(Attach self attested copy)

10. Service Tax (GST) Registration No. : _____
(Attach self attested copy)

11. E.P.F. Registration No. : _____
(Attach self attested copy)
12. E.S.I. Registration No. : _____
Attach self attested copy)
13. Labour Department Registration No. : _____
Attach self attested copy)
14. Undertaking on stamp paper regarding non-black listing by Any Govt. Agency (attach):-
15. Undertaking regarding non-pending of any judicial proceedings (attach):-
16. Financial turnover of the tendering **Manpower Service Provider** for the last 3 financial years.

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

17. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

18. 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) :

Sr. No.	Name of client, address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lakh)	Duration of contract	
		Type of manpower provided	No.		From	To

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

Signature of authorized person

Name:

Seal :

Date:

Place

:

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.

Signature of authorized person

Date:

Place:

Name:

Seal :

APPLICATION – FINANCIAL BID
For Providing Manpower Assistance to O/o CDVO, Jagatsinghpur

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	EPF	ESI	Other statutory dues if any	Service charge	Service Tax (GST)	Total per person
1.	Data Entry Operator							
2.	Driver							
3.	Peon							
4.	Chowkidar							
5.	Attendant							

*Minimum take home remuneration per manpower (DEO, Driver, Peon, Chowkidar, Attendant) should be in accordance with Govt. of Odisha, Finance Department guidelines.

Signature of authorized person

Date:
Place:

Name:
Seal :

Notes:

1. 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.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **dt. 20/02/2020** and shall continue till **dt. 19/02/2020** 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 **dt. 19/02/2020** 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 Office of the CDVO, Jagatsinghpur, at present, has tentative requirement of Data Entry Operators(2), Driver(1), Peon(4), Chowkidar(4) and Attendant (2) on urgent basis. The requirement of the Office may further increase or decrease marginally, during the period of initial contract also and the tenderer 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 30 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM at the Designated office and would leave at 5.30 P.M. or as per separate duty hours to be fixed by authority as in case of Peon/Chowkidar/ Attendants and may also required to work beyond stipulated working hours for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The person deployed may be called on holidays to attend duty and may have to stay beyond office hours to attend duty as and when required.
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 concerned 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 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 registrations 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. *
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to take home monthly remuneration payable to different types of worker in respect of the persons deployed by it in the office concerned. The office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the 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 office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Office concerned or any other authority under Law.
25. The Goods and Services Tax (GST) shall be deducted as per the provisions of GST Act/ Rules, as amended, from time to time.

*** Note :- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office concerned is put to any loss / obligation, monetary or otherwise, 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.

26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The 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

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest amounting Rs 10,000/- in the form of Demand Draft / Pay Order drawn in favour of Chief District Veterinary Officer, Jagatsinghpur failing which the tender shall be rejected out rightly.

28. 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 10 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

29. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 70,000/- (Rupees Seventy Thousand) only in the form of Bank Guarantee/FDR/DD/Pay Order from Nationalized Bank only drawn in favour of the Chief District Veterinary Officer, Jagatsinghpur covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee/FDR/DD/Pay Order will have to be accordingly renewed by the successful tenders.

30. 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.

31. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month for release of Payment.

32. 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 Office concerned.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 TECHNICAL BID

1. Application – Technical Bid;
2. Self Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Self Attested copy of PAN / GIR Card;
5. Self Attested copy of the latest IT return filed by agency;
6. Self Attested copy of Service Tax registration certificate;
7. Self Attested copy of the E.P.F. registration letter / certificate;
8. Self Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 16 of Technical Bid application
11. Undertaking regarding non-blacklisting (On stamp paper)
12. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
13. **Copy of the terms and conditions at pages 12 to 14 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

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

1. List of Manpower shortlisted by agency for deployment in O/O CDVO, Jagatsinghpur 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.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Chief District Veterinary Officer, Jagatsinghpur, 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 _____, here-in-after 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 under the establishment of the Authority ; 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 conditions of the agreement to the “Manpower Service Provider”.

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "_____ " under the establishment of the Authority (CDVO, Jagatsinghpur) 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
authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
CDVO, Jagatsinghpur**

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 30 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM at the Designated office and would leave at 5.30 P.M. or as per separate duty hours to be fixed by authority as in case of Peon/Chowkidar/ Attendants and may also required to work beyond stipulated working hours for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and may have to stay beyond office hours to attend duty as and when required.
9. 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.
10. The entire financial liability in respect of manpower services deployed in the Office concerned 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.
11. 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.
12. 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 Office concerned and an Authorized representative of the Manpower Service Provider.
13. 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.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

- 15.** In case 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.
- 16.** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 17.** The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour 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, if required under the Act.
- 18.** The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 19.** The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 20.** The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 21.** The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 22.** The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to take home monthly remuneration payable to different types of worker in respect of the persons deployed by it in the office concerned. The office concerned shall have no liability in this regard.
- 23.** The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the 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 office concerned.
- 24.** The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 25.** The Goods and Services Tax (GST) shall be deducted as per the provisions of GST Act/ Rules, as amended, from time to time.
- 26.** In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office concerned is put to any loss / obligation, monetary or otherwise, 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.
- 27.** 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 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 Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 28.** 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.
- 29.** The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the

succeeding month for release of Payment.

30. 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 Office concerned.
31. 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.
32. 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.
33. 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.
34. 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.

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-

blacklisting]

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address: