



ORMAS

Panchayati Raj & Drinking Water Department O/o-
CDO-cum-EO,Zilla Parishad Jagatsinghpur letter No:

Dt:

Notice No 239 /Dt: 22/08/2024
TENDER CALL NOTICE

Bids in Sealed cover are invited under two-bid system from experienced manpower service provider for providing supporting staff of different categories for Shakti Gaon Project, ORMAS Jagatsinghpur.

The Details of bidding process are as follows:

Sl No	Bidding Scheduled	Deadline
1	Last Date & Time for submission of Tender	10.09.2024
2	Opening of Technical & Financial Bid	10.09.2024

Bidder are required to submit the Technical & Financial Bids separately. The bids in sealed Cover-I containing "Technical Bid" and Cover-II containing "Financial Bid" should be placed in a third seal covered super scribed "Bid for Outsourcing of Manpower. The tender completed in all respects must reach the undersigned on or before 10.09.2024 by 3 P.M by speed post/Registered post/Courier only.

The bid documents containing eligibility criteria, scope of the work, terms and condition of the tender and draft agreement can be downloaded from NIC,Jagatsinghpur website- www.jagatsinghpur.nic.in

However, the undersigned reserves the right to accept or reject any or all quotation without assigning any reason thereof.

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Memo No: 239 Ci /Date: 22/08/2024

Copy forwarded to DIO,NIC Jagatsinghpur for uploading of the tender up to 10.09.2024 ,3 PM for wide circulation.

CDO-cum-EO,ZP
Jagatsinghpur

Request for Proposal for engagement of Manpower through Service Provider

Notice No: 239 /Dt: 22/08/2024

**ORMAS Jagatsinghpur, O/o-CDO-cum-
EO,Zillaparishad Office,At-Sanra Po- Nalibar,
Jagatsinghpur.**

* * * *


Dy. C.E.O. ORMAS
Jagatsinghpur


CDO-Cum-EO
Zilla Parishad, Jagatsinghpur

OFFICE OF ORMAS JAGATSINGHPUR

* * * * *

Request for Proposal

**For providing Manpower Services to the Office of Shakti Gaon
Project,ORMAS,Jagatsinghpur by a Private Manpower Service Provider Agency**

- (a) Period of issue of Tender Document : 27.08.2024 to 10.09.2024
- (b) Last Date and time for submission of Tender Document : 10.09.2024 by 3 PM
- (c) Date and time for opening of
- (i) Technical Bid : 10.09.2024at 04.00 P.M
- (ii) Financial Bids of eligible Technical Bidders. : 10.09.2024at 04.00 P.M
- (d) Likely date for commencement of Deployment of required manpower : 01.10.2024


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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Office of the Shakti Gaon Project, ORMAS, Jagatsinghpur requires the services of reputed, well established and financially sound Manpower Service Providers to provide manpower services purely on contractual basis.
2. The contract for providing the aforesaid manpower is likely to commence from **01.10.2024** and would continue till **01.10.2025**. The period of the contract may be further extended beyond.
3. The Shakti Gaon Project, ORMAS, Jagatsinghpur reserves the right to award all or a certain number of manpower to the successful tenderer.
4. The interested Manpower Service Providers may submit the tender document complete in all respect along with Processing Fees of Rs. 5000/- (Non-refundable) as well as other requisite documents by **10.09.2024 by 3 P.M.** at Shakti Gaon Project, ORMAS, Jagatsinghpur, Zillaparishad Office, Jagatsinghpur, -754104.
5. The various crucial dates relating to **"Tender for Providing Manpower Services to the Office of the Shakti Gaon Project, ORMAS, Jagatsinghpur"** are cited as under :
6.
 - (a) Period of issue of Tender Document : 27.08.2024 to 10.09.2024
 - (b) Last Date and time for submission of Tender Document : 10.09.2024 by 3 P.M.
 - (c) Date and time for opening of
 - (i) Technical Bid : 10.09.2024 at 04.00 P.M
 - (ii) Financial Bids of eligible Technical Bidders. : 10.09.2024 at 04.00 P.M
 - (d) Likely date for commencement of Deployment of required manpower : 01.10.2024


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7. The tender has been invited under the **two bid system** i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Manpower Services to the Office of the Shakti Gaon Project,ORMAS,Jagatsinghpur”** & **“Financial Bid for Providing Manpower Services to the Office of the Shakti Gaon Project,ORMAS,Jagatsinghpur”**. Both sealed envelopes should be kept in a third sealed envelope superscribing **“Tender for Providing Manpower Services to Office of ORMAS Jagatsinghpur”**.
8. The Processing fees of Rs. 5000/- (Rupees five thousand) only (Non- refundable) should necessarily accompany with the Technical Bid of the Service Provider in the form of Demand drawn in favour of Dy CEO,ORMAS,Jagatsinghpur failing which the tender shall be rejected summarily.
9. The tendering Manpower Service Providers are required to enclose photocopies of the self-attested following documents along with the Technical Bid, failing which their bids shall be summarily / outrightly be 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 I.T. Return filed for the last three financial years;
 - (d) Copies of E.P.F. and E.S.I. Certificates;
 - (e) Copy of the GST Registration Certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
10. **Conditional bids shall not be considered and will be rejected outright in the very first instance.**
11. 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.
12. The Technical Bids and Financial Bids shall be opened on the scheduled **date and time on 10.09.2024 at 04.00 P.M.** in the Office Chamber of the CDO-Cum-EO,Zillaparishad Jagatsinghpur, by the Tender Committee constituted 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 Competent Authority of the **O/o CDO-cum-EO,ZP, JAGATSINGHPUR** reserves the right to cancel all bids without assigning any reason thereof.


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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

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 Odisha state.
- (b) They should be registered with the appropriate registration authorities;
- (c) They should have at least **five years'** experience in providing manpower to Government Boards, Public Sector Companies / Banks, etc;
- (d) They should have their own Bank Account.
- (e) They should be registered with Income Tax and GST Authorities.
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have regulatory clearance from Income Tax, GST and local Labor Authorities;
- (h) Minimum turn-over requirement of **minimum Rs.5 Crore per annum.**
- (i) Execution of contracts of similar type work of **minimum Rs.1 Crore during preceding 3 years**


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QUALIFICATION AND EXPERIENCE OF THE PERSON TO BE ENGAGED BY THE AGENCY BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN OFFICE OF THE SHAKTI GAON PROJECT, ORMAS JAGATSINGHPUR

Sl No	Name of the post	Required manpower	Age limit	Minimum Educational Qualification	Job description
1	Manager	1	Not less than 18 years and Maximum up to 40 years	Any graduate from a Recognized university having minimum 3 years of work experience in sales and marketing in any field.	Sales & Marketing of LPG domestic and commercial cylinders
2	Accountant	1	Not less than 18 years and Maximum up to 40 years	Any Commerce graduate from a Recognized university having minimum 3 years of work experience in accounting and finance with tally software.	Books of account record, Profit loss, Tax filing, Other statutory compliances,
3	Godown Keeper	1	Not less than 18 years and Maximum up to 40 years	10+ pass with minimum 5+ years of work experience in godown/warehouse in charge maintaining stock with any authorized distributor/agency/company	To be in charge of godown stock issue and dispatch and register /record maintenance at godown.
4	Booking Clerk	1	Not less than 18 years and Maximum up to 40 years	Graduation with PGDCA (proficient in MS Office). Persons having minimum 3 years of experience in the same field and well versed in computer work and MS Office package	Computer work, various compliance reports, and other works as assigned
5	Mechanic	1	Not less than 18 years and Maximum up to 55 years	10+ pass with minimum 10+ years of work experience as LPG mechanic with any authorized distributor/agency dealing with LPG distribution	To attend leak complaints of consumer and repair work of LPG


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APPLICATION - TECHNICAL BID
For Providing Manpower Services to the Office of the Shakti Gaon Project, ORMAS
JAGATSINGHPUR.

1. Name of Tendering Manpower Service Provider: _____
2. Details of EMD Deposit: DD No. _____ date _____
of ` _____ drawn on Bank _____.
3. Name of Proprietor/ Partner/
Director: _____

4. Full Address of Registered Office : _____

Telephone No. _____
: _____

FAX No. _____
E-Mail Address _____
: _____

5. Full address of Operating/
Branch Office : _____

Telephone No. _____
: _____

FAX No. _____
E-Mail Address _____
: _____

6. Name & telephone no. of Authorized officer/person to liaise with Field Office(s) : _____
7. Banker of the 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. GSTRegistration No. : _____
(Attach attested copy)


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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 (₹ in Lakhs)	Remarks, if any
2021-22		
2022-23		
2023-24		

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) :

Sr. No.	Name of client address, telephone & Fax No.	Manpower services provided		Amount of contract (₹ in Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

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

16. Similar nature of work with past experience work order (to be enclosed)

Signature of authorized person

Name :

Seal :

Date:

Place:


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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

Full Name:

Seal:

Date: Place:


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APPLICATION – FINANCIAL BID
For providing Manpower Assistance to the Office of ORMAS, Jagatsinghpur

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. :

Sl. No.	Manpower Type	Monthly Rate per person in Rs./-						
		* Minimum Take Home Remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service tax	Total rate per person
1.	Manager	Rs.20,000/- PM (Consolidated)						
2	Accountant	Rs.15,000/- PM (Consolidated)						
3	Godown Keeper	Rs.10,000/- PM (Consolidated)						
4	Booking clerk	Rs.11,000/- PM (Consolidated)						
5	Mechanic	Rs.10,000/- PM (Consolidated)						

Signature of authorized person Full

Name:

Seal:

Date:

Place:

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.
2. Employees' share of contribution towards EPF and ESI shall be deducted by the Manpower Service Provider from the Minimum Take Home Remuneration.
3. GST and Employer's share of contribution towards EPF and ESI, other statutory dues and Service charge of the Manpower Service Provider shall not be deducted from the Minimum Take Home remuneration of the contractual employees. The Man Power Service Provider shall deposit all statutory dues with the concerned authorities and claim the same from the Office along with the Service charge by producing documentary proof of payment.
4. The payment shall be made after release of payment to the manpower engaged on conclusion of the calendar month on the basis of no. of working days for which duty has been performed by each manpower.


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TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **01.10.24** and shall continue till **01.10.25** 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 **01.10.25** 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 Office, at present, has tentative requirement of Five staffs on urgent basis. The requirement of the Office may further increase or decrease 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 15 days' notice to the Manpower Service Provider.
8. The persons deployed under Office of the Shakti Gaon Project, ORMAS JAGATSINGHPUR shall be required to report for work at 10.00 AM to the Authority(at the place of posting) and would leave at 5.30 P.M. and may also be required to work beyond 5.30 PM 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 shall not be paid extra remuneration 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 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 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.


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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.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority 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 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. The Manpower Service Provider shall provide Identity Card of ESI Corporation (Pahchan Card) to the persons deployed within sixty days of their employment.
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 District. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. The firm should qualify in technical bid for further evaluation process.


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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 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 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 as and when required.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority 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.

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 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 non-refundable Processing Fees of Rs.5,000/- (Rupees five thousand) in the form of Demand Draft drawn in favour of the Dy C:O, ORMAS, Jagatsinghpur failing which the tender shall be rejected out rightly.

31. 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.


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32. 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.
33. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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.
34. 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/s shall be deducted from its monthly bills in the succeeding month.
35. 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.
36. 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.
37. 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.
38. 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.


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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 GST registration certificate.
7. Self-attested copy of the 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 13 of Technical Bid application.
11. **Copy of the terms and conditions at pages 20 to 23 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**
12. Authorization Certificate of Agency.
13. Past experience of Similar nature of work order certificate.


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

* * * * *

1. List of Manpower short listed by agency for deployment in Office of the Shakti Gaon Project ORMAS, JAGATSINGHPUR containing full details i.e. date of birth, marital status, address, educational certificate, experience etc.
2. Bio-data of all persons with Passport size Photograph.
3. Any other document considered relevant.
4. The selected agency will send the shortlisted candidates from each post (minimum 3 nos.) and send to the CDO-cum-EO, ZP for evaluation and selection of most eligible candidates by the committee.


**Dy. C.E.O. ORMAS
Jagatsinghpur**


**CDO Cum-EO
Zilla Parishad, Jagatsinghpur**

AGREEMENT

This Agreement is made on this _____ day of _____
Between Office of the Shakti Gaon Project, ORMAS JAGATSINGHPUR represented
by _____, here-in-after
referred to as the "Authority" which expression shall, where the context so requires
or admits, also include its successors or assignees of the one part;

AND

M/s _____
represented by Shri _____, here-in-after
called the "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
_____ 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
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 "
_____"
_____ in the
_____ (name of the Office) in conformity with
the provisions of the Terms and Conditions.


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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 WHERE OF the parties have caused them 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 An officer acting in the premises for and on behalf of O/o ORMAS.

In the presence of witness: -

Witness

Witness

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

1. Name.....

 Address.....

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

2. Name.....

 Address.....


Dy. C.E.O. ORMAS
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TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **01.10.24** and shall continue till **01.10.25** 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 **01.10.25** 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 under Office of Shakti Gaon Project ORMAS Jagatsinghpur shall be required to report for work at 10.00 AM to the Authority (at the place of posting) and would leave at 5.30 P.M. and may also require to work beyond 5.30 PM 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 shall be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office 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 shall be that of the Manpower Service Provider and the Office 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.


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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 Office.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority 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 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 current 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. The Manpower Service Provider shall provide Identity Card of ESI Corporation (Pahchan Card) to the persons deployed within sixty days of their employment.

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.


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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. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Office. The Office 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 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 as and when required.

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 or any other authority under Law.

25. 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.

26. 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.

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 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.


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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 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.

30. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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.

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.


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