

OFFICE OF THE ASSISTANT DIRECTOR OF TEXTILES, DHENKANAL

At- Mahisapat, P.O./Dist:- Dhenkanal, PIN-759001, Telefax- 0662-286691(off.)

Email - adtdhenkanal@gmail.com

TENDER DOCUMENT

For providing service of Peon to the Asst. Director of Textiles , Dhenkanal by a Private Manpower Service Provider.

- a) Period of issue of Tender Documents:- **17.11.2018 to 30.11.2018** on working days between **11 AM to 4 PM**.
- b) Date & time for submission of Tender Documents: 17.11.2018 to **30.11.2018** on working days between **11 AM to 4 PM**.
- c) Date & time for opening of
 - i) Technical Bids : **30.11.2018 at 4.30 PM**.
 - ii) Financial Bids of eligible Bidders: Just after finalization of the technical bids on **30.11.2018**.
- d) Likely date for commencement of deployment of required manpower: **01.12.2018**.

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The **Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha**, requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Peon** on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from **01.12.2018** and would continue till **28.02.2019**. The period of the contract may be further extended beyond **28.02.2019** provided the requirement of the **Assistant Director of Textiles, Dhenkanal** for manpower persists at the time or may be curtailed /terminated before **28.02.2019** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the **Assistant Director of Textiles, Dhenkanal** requirements. The **Assistant Director of Textiles, Dhenkanal**, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Office has tentative requirement for 01(no.) Peon. The requirement may increase/decrease.
4. The estimated cost of the contract is **Rs 24,210/-**
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit(EMD) of Rs.200/- and other requisite documents by **30.11.2018** up to 4.00 PM at the office of the Asst. Director of Textiles, **Dhenkanal At- Mahisapat, Po- Dhenkanal Dist-Dhenkanal-759013, Odisha**
6. The various crucial dates relating to "**Tender for Providing Manpower Services to The Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha**," are cited as under:
 - (a) Period of Issue of Tender Document : 17.11.2018 to 30.11.2018 on working days between 11.00 AM to 4.00 P.M.
 - (b) Date and time for submission of tender document : 17.11.2018 to 30.11.2018 on working days between 11.00 AM to 4.00 P.M.
 - (c) Date and time for opening of
 - (i) Technical Bid : 30.11.2018 at 4.30 P.M.
 - (ii) Financial Bids of eligible Tenders and Selection: Just after finalization of the technical bids on 30.11.2018
 - (d) Likely date for commencement of Deployment of required manpower: 01.12.2018
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 The Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha**" and **financial bid for Providing Manpower Services to The Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha**," .Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services The Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha**,".

8. The Earnest Money Deposit (EMD) of **Rs.200/- (Rupees two hundred)** only, refundable (**without interest**), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/Pay Order drawn in favour of **Assistant Director of Textiles, Dhenkanal** failing which the tender shall be rejected summarily.
9. The successful tender will have to deposit a Performance Security Deposit of **Rs.2,500/- (Rupees two thousand five hundred)** only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Assistant Director of Textiles, Dhenkanal** 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.
10. The Tendering manpower service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the State Governments/Central Government), 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/GST 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 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, 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 bids shall be opened on the scheduled date and time at 4.30 PM on 30.11.2018 in **the office of The Assistant Director of Textiles, Dhenkanal, Mahisapat,Dhenkanal-759013 Odisha.** in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened just after finalization of the technical bids on 30.11.2018 in **the office of The Assistant Director of Textiles, Dhenkanal, Mahisapat,Dhenkanal-759013 Odisha.,** in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of **office of The Assistant Director of Textiles, Dhenkanal, Mahisapat,Dhenkanal-759013 Odisha** reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user **Assistant Director of Textiles, Dhenkanal** . Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Offices(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Offices(s).
 - (b) They should be registered with the appropriate registration authority,
 - (c) They should have at least **two/three years** experience in providing manpower to Government Departments, Public Sector Companies/Banks, etc:
 - (d) They should have their own Bank Account:
 - (e) They should be registered with Income Tax and Service Tax Departments'
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance, GST Registration (to be specified by the user Department) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement (To be assessed by the Department/Office keeping in view the present contract)
 - (i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TOBE DEPLOYED BY THE SUCCESSFUL
SERVICE PROVIDER IN THE OFFICE OF THE ASSISTANT DIRECTOR OF
TEXTILES,DHENKANAL**

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The minimum Educational qualification for **Peon shall be 10th pass.**

APPLICATION-TECHNICAL BID

**For Providing Manpower Services to Office of Assistant Director of Textiles,
Dhenkanal**

- 1.Name of the Tendering manpower Service Provider.....
- 2.Details of Earnest Money Deposit :D D No.....Date..... of
Rs.....drawn on Bank:.....
- 3.Name of the 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.Bank of the man power Service Provider:.....
(Attach certified copy of statement of A/c
For the last three years) :.....
Telephone Number:.....
of Banker
- 8.PAN/GIR/GST No:.....
(Attach attested copy)
- 9.Service Tax Registration No. :.....
10. EPF Registration No:.....
(Attach attested copy)
11. ESI Registration No.:.....
(Attach attested copy)

12. Financial turnover of the tendering **Man power Service Provider** for the last 03 financial years.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2015-16		
2016-17		
2017-18		

13. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

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

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

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

Date:
Place:

Signature of authorised person
Name:
Seal:

DECLARATION

1. I, _____ Son/ Daughter/ _____/
Wife of Shri _____ Proprietor/ Director/ Authorised signatory of the
Service Provider, mentioned above, am competent to sign this declaration and execute
this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the fact
that furnishing of any false information/ fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorised person

Full Name:

Seal:

APPLICATION – FINANCIAL BID**For Providing Manpower Assistance to the office of the Assistant Director of Textiles, Dhenkanal**

1. Name of tending 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						
		* Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	Total per person
1	Peon							

*Minimum take home remuneration per person should be Rs. 4750/- for Peon

Date:

Place:

Signature of authorised person

Full Name:

Seal:

Notes:

1. The total quoted 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. 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 AND CONDITIONS

GENERAL

1. The Agreement shall commence from 01.12.2018 and shall continue till 28.02.2019 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 28.02.2019 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. 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 **Assistant Director of Textiles, Dhenkanal** at present has tentative requirement of **01 (no.) Peon basis**. The requirement of office of the **Assistant Director of Textiles, Dhenkanal** 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 15 days' notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10 AM to the **Assistant Director of Textiles, Dhenkanal** or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M. and may also require to work beyond 5.00 P.M. 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. In case the person deployed is asked to work beyond 8.00 P.M., he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.

10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Directorate 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 of the **Assistant Director of Textiles, Dhenkanal** or office concerned shall be that of the Manpower Service Provider and the **Assistant Director of Textiles, Dhenkanal** or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.

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 **Assistant Director of Textiles, Dhenkanal** or Office concerned.

14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The **Assistant Director of Textiles, Dhenkanal** 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 **Assistant Director of Textiles, Dhenkanal** or Office concerned and an Authorized representative of the Manpower Service Provider.

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

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

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

18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

19. The Manpower Service Provider must be registered with the concerned 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 persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be 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 **Assistant Director of Textiles, Dhenkanal** or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

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

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

25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the **Assistant Director of Textiles, Dhenkanal** or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Directorate or office concerned.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the **Assistant Director of Textiles, Dhenkanal** or office concerned or any other authority under law.

27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Directorate or office concerned.

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, **Assistant Director of Textiles, Dhenkanal** or the office concerned is put to any loss / obligation, monetary or otherwise, the **Assistant Director of Textiles, Dhenkanal** or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The **Assistant Director of Textiles, Dhenkanal** 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 **Assistant Director of Textiles, Dhenkanal** or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (**Rupees 0.5% of the contract value**) in the form of Demand Draft / Pay Order drawn in favour of **Assistant Director of Textiles, Dhenkanal** , failing which the tender shall be rejected out rightly.

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be refunded 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 date of placing the order the EMD shall stand forfeited without giving any further notice.**

32. The successful tenderer will have to deposit a security amount of **Rs.8,070.00** (One month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to **The Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha** covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

33. The successful tender will have to deposit a Performance Security Deposit of **Rs. 2,500.00 (Rupees two thousand five hundred)** only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by **the Authority taking in to account the contractual obligation of the manpower service provider.**

34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the **Assistant Director of Textiles, Dhenkanal** or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

36. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of the **Assistant Director of Textiles, Dhenkanal** or Office concerned.

37. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

38. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

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

40. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

41. The successful bidder will enter into an agreement with **Assistant Director of Textiles, Dhenkanal** for supply of suitable and qualified manpower as per requirement of the **Assistant Director of Textiles, Dhenkanal** on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL 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 / GIR/GST Card
5. Attested copy of the latest IT return filed by agency :
6. Attested copy of Service Tax registration certificate :
7. Attested copy of the P.F. registration letter / certificate :
8. 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 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 The **Assistant Director of Textiles, Dhenkanal, Mahisapat, Dhenkanal-759013 Odisha** , 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 Governor of Odisha represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part :

And

M/s _____ represented by Sri _____ 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 _____ The **Assistant Director of Textiles, Dhenkanal, Mahisapat,Dhenkanal** /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 **Assistant Director of Textiles,Dhenkanal** / Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.
5. That this agreement is valid up to _____.

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

**Signature of the Officer
Authorized to Sign on behalf of
Manpower Service Provider**

**Signature of the Authority
Assistant Director of Textiles, Dhenkanal**

In the presence of witness :-

- | <u>Witness</u> | <u>Witness</u> |
|--|-------------------------------|
| 1. Name :.....
:.....
Address :.....
:..... | 1. Name

Address |
| 2. 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, substandard 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. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract the 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. Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10 A.M. to the **Assistant Director of Textiles, Dhenkanal** ,or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M. and may also require to work beyond 5.00 P.M. 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. In case the person deployed is asked to work beyond 8.00 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/- (fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the **Assistant Director of Textiles, Dhenkanal** 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 **Assistant Director of Textiles, Dhenkanal** or Office concerned shall be that of the Manpower Service Provider and the **Assistant Director of Textiles, Dhenkanal** or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the **Assistant Director of Textiles, Dhenkanal** or Office concerned.
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The **Assistant Director of Textiles, Dhenkanal** 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 **Assistant Director of Textiles, Dhenkanal** or Office concerned and an Authorised representative of the Manpower Service Provider.
14. The **Assistant Director of Textiles, Dhenkanal** 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 the 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 Providers.
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, if required under the Act.

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be 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 **Assistant Director of Textiles, Dhenkanal** or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. The persons deployed shall during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the **Assistant Director of Textiles, Dhenkanal** or office concerned. The Department or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Directorate or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the **Assistant Director of Textiles, Dhenkanal** or office concerned or any other authority under law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Directorate or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the Service Provider to statutory authorities. If any loss or damage is caused to the **Assistant Director of Textiles, Dhenkanal** or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
30. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by the **Assistant Director of Textiles, Dhenkanal** or Office concerned in respect of the persons deployed and submits 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, 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 **Assistant Director of Textiles, Dhenkanal** or Office concerned.
32. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

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.