

TENDER/URGENT

**GOVERNMENT OF ODISHA  
ST & SC DEVELOPMENT DEPARTMENT**

\*\*\*\*\*

No. 9886 /SSD., dated Bhubaneswar the 12th June, 2019.  
STSCD-OE-ESTT-0064-2013

From

Shri Prakash Chandra Mohapatra, OSS  
Under Secretary to Govt.

To

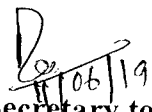
The Director,  
Information and Public Relations, Odisha  
Bhubaneswar

**Sub: Publication of Notice inviting Tender for outsourcing of Data Entry Operators at Office Establishment of ST & SC Development Department.**

**Sir,**

I am directed to send herewith the Soft and Hard copy of the Tender Notice inviting Tender Bids from intending registered Manpower Service Providers for outsourcing of Data Entry Operators at Office Establishment of ST & SC Development Department and request you to kindly take early steps for its publication in two widely circulated newspapers (One in English) published from Odisha and one largely circulated Odia daily on or before 13.06.2019.

**Yours faithfully,**

  
**Under Secretary to Govt.**

Memo No. 9887 / SSD., dated 12-06-2019.

Copy along with both the soft and hard copy of the Tender Notice and concerned tender papers forwarded to the Special Officer(Statistics), ST & SC Development Department / State Portal, Secretariat Campus. They are requested to hoist the same in the official website of ST & SC Development Department.

  
**Under Secretary to Govt.**

**GOVERNMENT OF ORISSA  
ST & SC DEVELOPMENT DEPARTMENT**

\* \* \* \* \*

No. 9885 /SSD., Bhubaneswar dated the 12th June, 2019.  
STSCD-OE-ESTT-0064-2013

**TENDER NOTICE**

Sealed tender are invited from reputed manpower agencies/ service providers to provide the services of Data Entry Operators for a period of one year through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website ([www.stscodisha.gov.in](http://www.stscodisha.gov.in)) or obtained in person from Sri Prakash Chandra Mohapatra, Under Secretary, ST & SC Development Department, Odisha Secretariat, Bhubaneswar-751001 on any working day between 11 A.M to 4 P.M. on or before 24.06.2019.

The tender document will be received by the Under Secretary to Govt., ST & SC Development Department, Odisha Secretariat, Bhubaneswar-751001 **only through Speed Post / Registered Post** during office hours. The last date and time for receipt of Tender document is **dated 24.06.2019 by 5:00 PM**. The office shall not be responsible for any kind of postal delay.

For eligibility criteria, scope of deliverable and other relevant details please refer the Tender Document available at [www.stscodisha.gov.in](http://www.stscodisha.gov.in).

  
Under Secretary to Government

**TENDER DOCUMENT FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR HIRING  
OF DATA ENTRY OPERATORS AT OFFICE ESTABLISHMENT OF ST & SC DEVELOPMENT  
DEPARTMENT**

Tender Call Notice No: 9885/SSD.,

Date :- 12th June, 2019.

ST & SC Development and Minorities & Backward Classes Welfare Department,

Govt. of Odisha

Website: [www.stscodisha.gov.in](http://www.stscodisha.gov.in)

### Important Dates

<b>Sl. No.</b>	<b>Particular</b>	<b>Date</b>
1.	Issuance of Tender Document	13.06.2019, 11:30 AM IST onwards
2.	Last Date and Time for receipt of queries for Pre Bid	22.06.2019, till 05:00 PM IST
3.	Last Date and Time for Submission of Bids Bids to be submitted at: The Under Secretary to Govt.(OE) ST & SC Development Department	24.06.2019, till 05:00 PM IST
4.	Technical Bid Opening	25.06.2019, 04:00 PM IST
5.	Financial Bid Opening	25.06.2019, 04:30 PM IST

## CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general Instruction for service bidders	1-3
2.	Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider	4-5
	<b>General</b>	
3.	Tender Application – Technical Bid	6-8
4.	Tender Application – Financial Bid	9
5.	Terms and Conditions	10-15
6.	Chronological order for arrangement of documents	16
7.	Agreement with details of Terms & Conditions	17-22

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The ST & SC Development Department, Secretariat, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operators on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 01.08.2019 and would continue till 29.02.2020. The period of the contract may be further extended beyond 29.02.2020 provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated before 29.02.2020 owing to Deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Department has tentative requirement for 06 nos. of Data Entry Operators. The requirements may increase/decrease in the category.
4. The Estimated cost of the contract is Rs.9.00 Lakhs.
5. The interested Manpower Service Providers may submit the tender document complete in all respects alongwith earnest money deposit (EMD) of **Rs.5000/- (Rupees Five thousand)** only and other requisite documents by 24.06.2019 upto 5.00 P.M. at ST & SC Development Department, Secretariat, Bhubaneswar-751001.
6. The various crucial dates relating to **"Tender for Providing Manpower Services to the ST & SC Development Department, Secretariat, Bhubaneswar-751001"** are cited as under :

Sl. No.	Particular	Date
1.	Issuance of Tender Document	13.06.2019, 11:30 AM IST onwards
2.	Last Date and Time for receipt of queries for Pre Bid	22.06.2019, till 05:00 PM IST
3.	Last Date and Time for Submission of Bids Bids to be submitted at: The Under Secretary to Govt.(OE) ST & SC Development Department	24.06.2019, till 05:00 PM IST
4.	Technical Bid Opening	25.06.2019, 04:00 PM IST
5.	Financial Bid Opening	25.06.2019, 04:30 PM IST

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 ST & SC Development Department**" and "**financial Bid for Providing Manpower Services to ST & SC Development Department**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to ST & SC Development Department**".
8. The earnest money deposit (EMD) of Rs.5000/- (Rupees Five thousand)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 Under Secretary to Govt., ST&SC Development Department, Secretariat, Bhubaneswar **failing which the tender shall be rejected summarily.**
9. The successful tenderer will have to deposit a Performance Security Deposit of an amount equivalent to one month's cost of service charges in the form of Bank Guarantee from any Nationalised Bank drawn in favour of **Under Secretary, ST & SC Development Department, Secretariat, Bhubaneswar** 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 Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out right 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 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 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorised to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time at 4.00 PM on 25.06.2019, in the Conference Hall of ST & SC Development Department, Secretariat, Bhubaneswar, 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 tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 4.30 PM on 25.06.2019 in the Conference Hall of ST & SC Development Department, Secretariat, Bhubaneswar, 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 the ST & SC Development Department reserves the right to annual 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 Department/Office. Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
  - (b) They should be registered with the appropriate registration authority;
  - (c) They should have at least **two/three years** experience in providing manpower to Government Departments, Public Sector Companies/Banks etc;
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income Tax and Service Tax Departments;
  - (f) They should have valid GSTIN Number.
  - (g) Minimum turn over requirement per annum is Rs.10 Lakh.
  - (h) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (i) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
  - (j) Minimum turn-over requirement. (to be assessed by the Department/Office keeping in view the present contract)
  - (k) 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.
  - (l) The bidder should not have been black listed by any State Government or Central Government. A Self Declaration to this effect shall be submitted by the bidder in the prescribe format

## **TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ST& SC DEVELOPMENT DEPARTMENT,  
SECRETARIAT, BHUBANESWAR**

1. She/he should be above 18 years of age and not exceeding 45 years.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline.
3. The Data Entry Operator 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;

**APPLICATION – TECHNICAL BID**

For Providing Manpower Services to ST & SC Development Department

1. Name of the Tendering Manpower Service Provider:-----

2. Name of Proprietor/ Partner/  
Director: -----  
-----  
-----

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

Telephone No. : -----  
Fax No. : -----  
E-Mail Address : -----

5. Full address of Operating/  
Branch Office : -----  
-----  
-----  
-----

Telephone No. : -----  
Fax No. : -----  
E-Mail Address : -----

6. Name & telephone no. of : -----  
Authorised officer/ person  
to liaise with Field Office (s)

7. Bank of the Manpower Service Provider: -----  
(Attach certified copy of statement of  
A/c for the last Three years) -----  
-----

Telephone Number: -----  
of Banker

8. PAN/GIR No. : -----  
(Attach attested Copy)

9. Service Tax Registration No. : -----  
(Attach attested Copy)

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

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

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

Financial Year	Amount (Rs. Lacks)	Remarks, if any
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 ST & SC Development Department

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						Total per person
		* Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	
1.	Data Entry Operator							

\*Minimum take home remuneration per person should be Rs. 7296/- for Data Entry Operator.

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 & CONDITIONS

### GENERAL

1. The Agreement shall commence from 01.08.2019 and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 29.02.2020 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 organization by whatever name be called without the prior written consent of the Authority.
5. The Department, at present has tentative requirement of **06 nos.** Data Entry Operators, on urgent basis. The requirement of the Department 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 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M. and may also required to work beyond 5.00 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. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an 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 Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 is any, at his own part and cost.\*
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## LEGAL

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department of 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 Rs.5000/- (Five thousand) only in the form of Demand Draft/ pay Order drawn in favour of DDO-cum-Deputy Secretary, ST&SC Development Department, Secretariat, Bhubaneswar **failing which the tender shall be rejected out rightly.**
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tender will have to deposit a Performance Security Deposit of one month's service charges including statutory dues only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
33. 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.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and 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.
35. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

36. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond Three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
37. The Authority reserves the right to withdrawn or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
40. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department 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 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. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages-10 to 12 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 short listed by agency for deployment in ST&SC Development Department, 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 \_\_\_\_\_, hereinafter called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

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

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

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

**Now this agreement witnesses as below :-**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "\_\_\_\_\_" in the\_(name of the Department /Office) in conformity with the provisions of the Terms and Conditions .
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto \_\_\_\_\_

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

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

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

*In the presence of witness :-*

**Witness**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_

**Witness**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_

## ANNEXURE

### TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from\_\_\_\_\_ (date) and shall continue till\_\_\_\_\_ (date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on\_\_\_\_\_ (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he would be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8 PM he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/-(fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.



10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Department or Office or concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking form the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e Labour Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

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

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
30. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and 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 claim in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole or the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
32. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdrawn 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 parities.
35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

\*\*\*\*\*