

OFFICE OF THE ASSISTANT DIRECTOR OF SERICULTURE, PHULBANI

At- Kendupadar Po-Phulbani Dist-Kandhamal-762001

Tele fax- 06842-253365 Email Id- adspulbani@yahoo.com

Order No. 961 / Dated the 20/11/18

SEALED TENDER NOTICE

Sealed tender are invited from reputed & registered manpower agencies to provide the service of the Attendant(1 No.) Watchman (1 No.) for a period from 01.01.2019 to 28.02.2019 through a suitable placement agency on outsourcing basis for day to day official work.

The detailed information for providing the manpower service for the aforesaid post have been given in the tender documents which may either be downloaded from the website "<https://Kandhamal.nic.in> or obtained in person from the establishment section of this office on any working day between 11.00 AM to 4 .00 PM . The last date & time for submission of tender is 15.12.2018 by 4.00 PM.

Sd/B.Nayak

Assistant Director of Sericulture

Phulbani

Memo. No. 962 Dated 20/11/18

Copy submitted to the Officer-in -Charge NIC ,Kandhamal,Phulbani (Both hard & soft copy) for information with request to upload the tender notice in the District website for wide publicity.

20/11/18
Assistant Director of Sericulture

Phulbani

Memo. No. 963 Dated 20/11/18

Copy submitted to the Collector & DM Kandhamal for favour of kind information & necessary action.

20/11/18
Assistant Director of Sericulture

Phulbani

Memo. No. 964 Dated 20/11/18

Copy submitted to the Director of Textiles & Handloom, Odisha, Bhubaneswar for favour of kind information & necessary action.

20/11/18
Assistant Director of Sericulture

Phulbani

Memo. No. 965 Dated 20/11/18

Copy submitted to the Deputy Director Sericulture, Keonjhar/Joint Director(L-II) Koraput for favour of kind information & necessary action.

[Signature]
Assistant Director of Sericulture
Phulbani

Memo. No. 966 Dated 20/11/18

Copy submitted to the Deputy Director of Sericulture, Chandragiri for favour of kind information & necessary action.

[Signature]
Assistant Director of Sericulture
Phulbani

Memo. No. 967 Dated 20/11/18

Copy to All Asst. Director of Sericulture/Asst. Director of Textiles for information & wide publicity of the Tender Notice.

[Signature]
Assistant Director of Sericulture
Phulbani

Memo. No. 968 Dated 20/11/18

Copy to all District/sub-divisional & Block level officers for information & wide publicity of the tender notice.

[Signature]
Assistant Director of Sericulture
Phulbani

Memo. No. 969 Dated 20/11/18

Copy to office notice board for information.

[Signature]
Assistant Director of Sericulture
Phulbani

OFFICE OF THE ASSISTANT DIRECTOR SERICULTURE, PHULBANI

Tender Notice

Sealed quotation are invited from reputed manpower outsourcing agencies for providing services of one Attendant & one Watchman under O/O Assistant Director of Sericulture, Phulbani for engagement under outsourcing basis :-

- a) Period of issue of Tender Document: 24.11.2018 to 15.12.2018 on working days between 11 AM to 4.30 PM.
- b) Date and time for submission of Tender Documents: 24.11.2018 to 15.12.2018 on working days between 11 AM to 4 PM.
- c) Date and time for opening of
 - (i) Technical bid on 17.12.2018 11 Am
 - (ii) Financial Bids of eligible Bidders: Just after finalization of the technical bids on 17.12.2018 .
- d) Likely date for commencement of deployment of required manpower: 01.01.2019

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Requires the service of reputed, well established and financially sound Manpower Service Providers to provide the services of following manpower on contract basis for day to day official work.
 - a) Watchman – One
 - b) Attendant(Semi-Skilled)- One

2. The contract for providing the aforesaid manpower is likely to commence from **01.01.2019** and would continue till **28.02.2019**. The period of the contact may be further extended beyond **28.02.2019** provided the requirement of the **Assistant Director of Sericulture, Phulbani** 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 Sericulture, Phulbani** requirements. The **Assistant Director of Sericulture, Phulbani** however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

3. The **Assistant Director of Sericulture, Phulbani** has tentative requirement for **01 (no.) Attendant & 01(no.) Watchman**, The requirements may increase/decrease in any / all the categories.

4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 300/- and other requisite documents by 15.12.2018 up to 4 PM at O/O the **Assistant Director of Sericulture, Phulbani**.
The tentative cost of the contract is Rs.36000/-

5. The various crucial dates relating to “**Tender for Providing Manpower Services to the Assistant Director of Sericulture, Phulbani, At:- Kendupada (Near BSNL Colony) Phulbani Dist-Kandhamal - 762001**” are cited as under:
 - a) Period of issue of Tender Document: **24.11.2018 to 15.12.2018** on working days between 11.A.M to 4.00 P.M.
 - b) Date and time for submission of Tender Document: **24.11.2018 to 15.12.2018** on Working days between 11.A.M to 4.00 P.M.
 - c) Date and time for opening of
 - i) Technical Bid : 17.12.2018 at 11 AM
 - ii) Financial Bids of eligible Tenders and Selection: Just after finalization of the technical bids on 17.12.2018.
 - d) Likely date for commencement of Deployment of required man power: 01.01.2019

6. 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 Sericulture, Phulbani**. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for providing Manpower Services to the Assistant Director of Sericulture, Phulbani, At:- Kendupadar (Near BSNL colony) , Phulbani ,Dist-Kandhamal -762001**”

7. The Earnest Money Deposit (EMD) of Rs. 300/- (Rupees three 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 Sericulture, Phulbani** failing which the tender shall be rejected summarily.

8. The successful tender will have to deposit a performance Security Deposit of Rs. 6000/- (Rupees Six thousands) only in the form of Bank Guarantee form any Nationalized bank drawn in favour of **Assistant Director of Sericulture, Phulbani** 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 bidder.

9. The Tendering manpower service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer if 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 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) Copy 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:

10. The conditional bids shall not be considered and will be out rightly rejected in 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, tender shall be summarily rejected.** However, the cuttings, if any, in the technical Bid application must be signed by the person authorized to sign the tender bids.

12. The Technical bids shall be opened on the scheduled date and time at 11 AM on 17.12.2018 in the **O/O Assistant Director of Sericulture, Phulbani** 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 financial Bid of those bidders will be opened whose Technical bids are found in order.

14. The financial Bids shall be opened just after finalization of the technical bids on 17.12.2018 in the **o/o Assistant Director of Sericulture, Phulbani** 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 **o/o Assistant Director of Sericulture, Phulbani** reserves the right to annual all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDER

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 Sericulture, Phulbani**. 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).
They should be registered with the appropriate registration authority.
 - b) They should have at least **two/three years** experience in providing manpower to Government Departments, public Sector Companies/Banks, etc:
 - c) They should have their own Bank Account:
 - d) They should be registered with Income Tax and Service Tax Departments'
 - e) They should be registered with appropriate authorities under Employees provident Fund and Employees State Insurance Acts.
 - f) They should have any other regulatory clearance, GST Registration (to be specified by the user Department) that may be required for providing manpower services.
 - g) Minimum turn-over requirement (To be assessed by the Department/Office keeping in view the present contact).

QUALIFICATION REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER

A) ATTENDANT (SEMI-SKILLED)

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The minimum Educational qualification should **be minimum 8th pass.**
3. He should be physically sound & free from any bodily deformity.

B) WATCHMAN

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The person to be deployed preferably should be male
3. The minimum Educational qualification should **be minimum 8th pass.**
4. He should be physically sound & free from any bodily deformity.

EVALUATION & SELECTION CRITERIA

1. Technical bid shall be evaluated first for those bidders who fulfils the eligibility criteria
2. The technical bid shall be evaluated and marketing shall be awarded based on the following parameters/criteria

| Sl No. | Evaluation Parameter | Total Mark | Criteria for award of mark |
|---------------|---|-------------------|--|
| A | Turnover(last 3 financial years) 1) Avarage annual turnover of the last three financial years from similar activity. | 20 | 0.9 Cr to 1.49 Cr 5 Marks |
| | | | 1.5 Cr to 1.99 Cr 10 Marks |
| | | | 2.0 Cr to 2.49 Cr 15 Marks |
| | | | 2.5 Cr above 20 Marks |
| B | Experience : 1) No. of years of experience in similar business (Year of establishment or Commencement of business) 2) No. of contract awarded and successfully executed in last three years with state Govt. /Central Govt./Semi Govt./Govt. owned societies/corporation | 10 | 3 -5 Years 5 Marks |
| | | | More than 5 years 10 Marks |
| | | 20 | 2-4 nos. of contracts 5 Marks |
| | | | 5-10 nos. of contracts 12 Marks More then 10 contracts 20 Marks |
| | Total Score | 50 | |

APPLICATION-TECHNICAL BID

For providing Manpower Services to

1. Name of the Tendering Manpower Service Provider
2. Details of Earnest Money Deposit : DD No. Date..... of
Rs.drawn on Bank:.....
3. Name of the Proprietor/Partner/Director

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

Telephone Number :
Fax Number :
E-Mail Address :

5. Full address of operating/Branch office:
.....
.....

Telephone Number:
Fax Number:
E-Mail Address:

6. Name & telephone Number of :
Authorized Officer/person To
liaise with Field offices(s)

7. Bank of the man power Service Provider:
(Attach certified copy of statement of
Account for the last three years)
Telephone Number of Banker:

8. PAN/GIR/GST Number:
(Attach attested copy)

9. Service Tax Registration Number :

10. EPF Registration Number:
(Attach attested copy)

11. ESI Registration Number:
(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 authorized person

Name :

Seal :

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.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to the Assistant Director of Sericulture, Phulbani

Name of tending Manpower Service Provider:

1. 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 | Attendant (Semi-Skilled) | | | | | | | |
| 2 | Watchman | | | | | | | |

Date:

Place:

Signature of authorized 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 0 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 organisation by whatever name be called without the prior written consent of the Authority.
5. The **o/o Assistant Director of Sericulture, Phulbani** at present has tentative requirement of 1 (no.) of Attendant & 1(no.) of Watchman on urgent basis. The requirement of the **o/o Assistant Director of Sericulture, Phulbani** 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 in the **o/o Assistant Director of Sericulture, Phulbani** as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 PM/10 AM and the person deployed to work as watchman require to work beyond 5.00 PM/10 AM respectively 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 PM or beyond his normal duty hour, 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 Assistant Director of Sericulture, Phulbani 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 **o/o Assistant Director of Sericulture, Phulbani** shall be that of the Manpower Service Provider and the Assistant Director of Sericulture, Phulbani 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 the **o/o Assistant Director of Sericulture, Phulbani**. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of dispute relating to persons deployed. The **o/o Assistant Director of Sericulture, Phulbani** 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 Sericulture, Phulbani and an Authorised 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 continuation or after expiry of the Agreement.
- 16.** In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 17.** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 18.** The Manpower Service Provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund Authorities. Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. *
- 19.** The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the 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 be and enhance the image of the Assistant Director of Sericulture, Phulbani. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

- 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 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 Assistant Director of Sericulture, Phulbani 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 Asst. Director of Sericulture, Phulbani .
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 Sericulture, Phulbani 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 **Assistant Director of Sericulture, Phulbani**.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Assistant Director of Sericulture, Phulbani is put to any loss/obligation, monetary or otherwise, the Assistant Director of Sericulture, Phulbani 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 Assistant Director of Sericulture, Phulbani 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 Sericulture, Phulbani by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of **Assistant Director of Sericulture, Phulbani** failing which the tender shall be rejected out rightly.
30. 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 bidder 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.**
31. The successful bidder will have to deposit a security amount of Rs. 18000.00 (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 Sericulture, Phulbani** 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 bidder.
32. The successful tender will have to deposit a Performance Security Deposit of Rs. 5,000.00 (Rupees five thousand) 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**

- 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 o/o Assistant Director of Sericulture, Phulbani in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 35.** The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should 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 o/o Assistant Director of Sericulture, Phulbani .
- 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 bills in the succeeding month.
- 37.** The authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 38.** In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 39.** All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 40.** The successful bidder will enter into an agreement with this o/o Assistant Director of Sericulture, Phulbani for supply of suitable and qualified manpower as per requirement of this o/o Assistant Director of Sericulture, Phulbani 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 o/o Assistant Director of Sericulture, Phulbani** containing full details i.e. date of birth, marital status.
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 includes its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____ o/o Assistant Director of Sericulture, Phulbani .

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 constructed 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 o/o Assistant Director of Sericulture, Phulbani 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
Authorised to sign on behalf of
Manpower Service provider**

Signature of the Authority

In the presence of witness :-

Witness

Witness

1. Name :.....

1. Name :.....

Address :.....

Address :.....

2. Name :.....

1. Name :.....

Address :.....

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/modification, for a further specific period mutually agreed upon by the Manpower Service Provider and 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 AM/5 PM to the reporting authority as decided by the authority i.e Asst. Director of Sericulture and the person to be deployed as watchman shall be required to perform watch and ward duty in night hour .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 (for attendant), he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.(not applicable for watch man).
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 Directorate so that optimal services of the persons deployed could be availed without any disruption.
11. The entire liability in respect of manpower services deployed in the o/o Assistant Director of Sericulture, Phulbani shall be that of the Manpower Service Provider and the o/o Assistant Director of Sericulture, Phulbani 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 o/o Assistant Director of Sericulture, Phulbani
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 o/o Assistant Director of Sericulture, Phulbani 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 o/o Assistant Director of Sericulture ,Phulbani and an Authorised representative of the Manpower Service Provider.

14. The o/o Assistant Director of Sericulture ,Phulbani 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 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, 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 o/o Assistant Director of Sericulture,Phulbani. 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 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 o/o Assistant Director of Sericulture,Phulbani. 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 o/o Assistant Director of Sericulture, Phulbani to the concerned tax collection authorities, from time to time, as per the rules and furnished to the Department or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall reduce the same, on demand, to the authority of the o/o Assistant Director of Sericulture, Phulbani 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 certificated to this effect shall be provided by the o/o Assistant Director of Sericulture,Phulbani.

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 o/o Assistant Director of Sericulture, Phulbani 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 submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
31. The claims in bills regarding employees State Insurance, Provident fund 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 o/o Assistant Director of Sericulture, Phulbani .

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 problem encountered at a later stage.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.