

OFFICE OF THE ASSISTANT LABOUR COMMISSIONER, JHARSUGUDA

Notice No. 83/BOC, JSG Dt.04.08.2018

Tender Notice for award of contract for providing of services of Data Entry Operators and Welfare Coordinators for a period of one year with effect from 01.10.2018 to 30.9.2019

Sealed tenders are invited from reputed manpower agencies/Service Providers to provide the services of Date Entry Operators and Welfare Coordinators for a period of one year with effect from 01.10.2018 to 30.9.2019 through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing the services of aforesaid posts has been given in the Tender document which may either be downloaded from the website of Jharsuguda district (**www.jharsuguda.nic.in**) or obtained in person from the District Labour Officer, Jharsuguda on any working day between 11.00AM to 4.00PM. The last date and time for submission of Tender documents is **20th August, 2018**. By 4.00PM

Sd/-

**District Labour Officer
Jharsuguda**

Memo No.84 (4)

Dt.04.08.2018

1. Copy to Office Notice board for wide publication.
2. Copy to Nizarat Officer, Collectorate, Jharsuguda for publication.
3. Copy forwarded to all members of the tender committee.
4. Copy alongwith the copy of the Tender document (both hard & soft copy) forwarded to the District Informatics Officer, NIC, Jharsuguda for information. He is requested to upload the same in the District website for wide spread among the public.

Sd/-

**District Labour Officer
Jharsuguda**

TENDER DOCUMENT

For providing services of Data Entry Operators and Welfare Coordinator to the office of the Assistant Labour Commissioner, Jharsuguda under OB&OCWW Board for Jharsuguda district.

- (a) Period of issue of Tender Document: 01.08.2018 to 20.08.2018- 01.00PM
- (b) Date and time of submission of Tender Documents 20.08.2018 4.00PM
- (c) Date and time for opening of
 - (i) Technical Bids 21.08.2018 4.00PM
 - (ii) Financial Bids of eligible Bidders: 21.08.2018 4.30PM
- (d) Likely date for commencement of deployment of required manpower 01.10.2018

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Numbers
1	Scope of work and general instruction for service bidders	
2	Technical specification for the service provider and the manpower to be deployed in the office of the District Labour Officer, Jharsuguda by the Service Provider	
3	Tender Application – Technical Bid	
4	Tender Application – Financial Bid	
5	Terms and conditions	
6	Chronological order for arrangement of documents	

SCOPE OF WORK AND GENERA INSTRUCTION FOR BIDDERS

1. The District Labour Officer, Jharsuguda (Registering Officer under OB&OCWW Board, Jharsuguda district) requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operators and Welfare Coordinators on contract basis for day to day official work.
2. The contract for providing the aforesaid is likely to commence from 1st October, 2018 and would continue till 30th September, 2019. The period of contract may be further extended beyond 30th September, 2019 provided the requirement of the Office for manpower persists at the time of may be curtailed /terminated before 30th September, 2019 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Office's requirements. The Office however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

3. The Office has tentative requirement for 2(Two) nos. of DEO (Data Entry Operator) and 1 (One) Welfare Coordinator. The requirements may increase/decrease in any/all the categories.
4. The estimated cost of the contract is Rs. 4 (Four) Lakh (Rs. 3,98,700/-).
5. The interested Manpower Service Providers may submit the tender document complete in all respects alongwith Earnest Money Deposit (EMD) Of Rs. 2000/- (Rupees Two Thousand) only and other requisite documents by 20.08.2018 up to 4.00PM at office of the Assistant Labour Commissioner, Jharsuguda.
6. The various crucial dates relating to “ Tender for Providing Manpower Services to the District Labour Officer-cum- Registering Officer under OB&OCWWB, Jharsuguda district are cited as under:
 - (a) Period of Issue of Tender Document:01.8.2018 to 20.8.2018 1.00PM
 - (b) Date and time for submission of
Tender Documents: 21.8.2018 4.00PM
 - (c) Date and time for opening of
 - (i) Technical Bid 21.8.2018 4.00PM
 - (ii) Financial Bids of eligible Tenders
and selection 21.8.2018 4.30PM
 - (iii) Likely date for commencement of
employment of required manpower: 01.10.2018
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 District Labour Officer, Jharsuguda” and “Financial Bid for Providing Manpower Services to District Labour Officer, Jharsuguda”. Both sealed envelopes should be kept in a third sealed envelope super-scribing “Tender for providing Manpower Services to the District Labour Officer, Jharsuguda”.
8. The Earnest Money Deposit (EMD) of Rs. 2000/- (Rupees Two 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 District Labour Officer, Jharsuguda failing which the tender shall be rejected summarily.
9. The successful tender will have to deposit a Performance Security Deposit of Rs. 40000/- (Rupees Forty Thousand) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of District Labour Officer, Jharsuguda 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. Then Tendering Manpower Service Providers are requested to enclose photocopies of the following documents (Self-attested) along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:
 - (a) Registration 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 GST 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, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
 13. The Technical bids shall be opened on the scheduled date and time at 4.00PM on 21.8.2018 in the office of the Assistant Labour Commissioner, Jharsuguda in presence of the Man Power Service Providers, if any who wish to e present on the spot at that time.
 14. The Financial Bid, if only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened at 4.30 PM on 21.8.2018 in the office of the Assistant Labour Commissioner, Jharsuguda, in presence of the representatives of the Manpower Service Providers, if any, who wish to e present on the spot at that time.
 15. The Competent Authority, i.e., Collector & District Magistrate, Jharsuguda reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering Manpower Service Provider should fulfill the following technical specifications:

- (a) The Registered Office or one of the branch offices of the Manpower Service Provider should be located within the jurisdiction of the Jharsuguda district.
- (b) They should be registered with the appropriate registration authority
- (c) They should have at least two years experience in providing manpower to Govt. Departments, Public Sector Companies/Banks, etc.
- (d) They should have their own Bank Account
- (e) They should be registered with Income 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 like Registration under GST and submission of Return Regularly, submission of IT returns for last three years, registration of establishment under Odisha Shops & Commercial Establishment Act, 1956, if applicable, etc.;
- (h) Minimum turn over requirement of Rs. 20 (Twenty) Lakh per year;
- (i) Execution of contracts of similar type during preceding 3 (three) years of value equal or more than 60% of the estimated cost of the present contract;

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE
DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE
PROVIDER IN THE OFFICE OF THE ASSISTANT LABOUR
COMMISSIONER, JHARSUGUDA**

FOR DATA ENTRY OPERATORS (DEO)

1. She/he should be minimum 21 years and maximum 40 years of age as on 30.6.2018 (Upper age limit may be relaxed for the DEOs working in the office of the Assistant Labour Commissioner, Jharsuguda with specific feedback from the District Labour Officer, Jharsuguda regarding their performance);
2. She/he must have Graduation or Higher and one year Diploma in Computer Application / PGDCA along with typing speed of 40 w.p.m. in both Odia & English.
3. She/he should have proficiency in MS Office applications such as Word, Excel & Power-Point, Internet browsing;
4. She/he should have minimum 3 (three) years in similar work with at least 1 (one) year in any Govt./Semi-Govt./Public Sector Undertaking / Private Sector.
5. The monthly take home remuneration for each Data Entry Operator shall be Rs. 8880/- (Rupees Eight Thousand Eight Hundred and Eighty) only. Besides, the office will pay to the Service Provider towards Employer's contribution for EPF & ESI and Service Charges and GST as applicable from time to time

FOR WELFARE COORDINATORS (WC)

1. She/he should be minimum 21 years and maximum 40 years of age as on 30.6.2018 (Upper age limit may be relaxed for the WC working in the office of the Assistant Labour Commissioner, Jharsuguda with specific feedback from the District Labour Officer, Jharsuguda regarding their performance);
2. She/he must have Master Degree in Social Work / Personnel Management & Industrial Relations / MBA in HR from recognized institute / University securing minimum 50% marks
3. She/he should have proficiency in MS Office applications such as Word, Excel & Power-Point, Internet browsing;
4. She/he should have minimum 3 (three) years in similar work with at least 1 (one) year in any Govt./Semi-Govt./Public Sector Undertaking / Private Sector.
5. The monthly take home remuneration for each Welfare Coordinator shall be Rs. 15000/- (Rupees Fifteen Thousand) only. Besides, the office will pay to the Service Provider towards Employer's contribution for EPF & ESI and Service Charges and GST as applicable from time to time.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.10.2018 and shall continue till 30.9.2019, 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 30.9.2019 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 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. The office, at present has tentative requirement of one Welfare Coordinator and two Data Entry Operators. The requirement of the Office may further increase or decrease marginally during the period of initial contract also the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. 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 person deployed shall be required to report for work at 10AM to the District Labour Officer, Jharsuguda and would leave at 5PM and may also require to work beyond 5PM for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office so that optional services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Office shall be that of the Manpower Service Provider and the Office will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Office.

11. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Acts and Rules in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The office shall in no way, be responsible for settlement of such issues whatsoever. In case of grievances of deployed persons are not attended to by the Manpower Service Provider, the deployed persons can place their grievance before a Joint Committee consisting of a representative of the Office and an Authorised representative of the Manpower Service Provider.
13. The Office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities. i.e., District Labour Officer, 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. As applicable.
18. 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.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and reach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the office shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Office to the concerned Tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Office.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the concerned authority under law.
25. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the office.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Man power Service Provider, to the extent of the loss or obligation in monetary terms.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Office will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 2000/- (Rupees Two Thousand) only in the form of Demand Draft / Pay Order drawn in favour of Registering Officer-cum-District Labour Officer, Jharsuguda failing which the tender shall be rejected out rightly.
29. 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.
30. The successful tenderer will have to deposit a security amount of Rs. 33255/- (Rupees Thirty Three Thousand Two Hundred Fifty Five) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Registering Officer-cum-District Labour Officer, Jharsuguda, 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.
31. The successful tender will have to deposit a Performance Security Deposit of Rs.40000/- (Rupees Forty Thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Registering Officer-cum-District Labour Officer, Jharsuguda 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.
32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the office in respect of the persons deployed and submit the same to the Registering Officer-cum-District Labour Officer, Jharsuguda 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.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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 Registering Officer-cum-District Labour Officer, Jharsuguda.

35. 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.
36. 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.
37. 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.
38. All disputes shall be under the jurisdiction of the court at Jharsuguda District Headquarters only.
39. The successful bidder will enter into an agreement with this office 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 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. 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 for deployment 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 _____ 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 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” 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 up to _____.

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

Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority
an officer acting in the premises
for an on behalf of the
Governor of Orissa

In the presence of witness:-

Witness

1. Name :.....

Witness

1. Name :.....

Address:.....

Address:.....

2. Name :.....

2. 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, sub-standard quality of manpower deployed, breach of contract etc, or change in requirement.
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 / deletion / 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 may 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 to the District Labour Officer, Jharsuguda and would leave at 5.00 PM 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.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the office so that optional services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Office 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 Office.

10. 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.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The office shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Office and an Authorised representative of the Manpower Service Provider.
12. The office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regulars / confirmed employees during the currency or after expiry of the Agreement.
14. 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.
15. The persons 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 persons deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. District Labour Officer, 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 as applicable.
17. 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.

18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. 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 and Office. The Manpower Service Provider shall be responsible at any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall, during the course of their work be privy to certain quantum 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 the 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 contractor.
21. The Manpower Service Provider shall be responsible for compliance of the statutory provisions relating to minimum wages payable to different types of worker in respect the persons deployed by it in the office. The Office shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Office, to the concerned tax collection authorities, from time to time, as per the rules and regulation in the matter. Attested Xerox copies of such documents shall be furnished to the Department or Office concerned.
23. The Manpower Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Office or any other authority under law.
24. 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.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office is put to any loss / obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payments of statutory dues. The Office will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the office by the persons

deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

27. 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.
28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the office in respect of the persons deployed and to 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.
29. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc, should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office.
30. 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.
31. The Authority reserves the right to withdraw or relaxes any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
32. 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.
33. 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.