



BIDDING/TENDER DOCUMENTS

GOVERNMENT OF ODISHA


DEPARTMENT OF HANDLOOMS, TEXTILES & HANDICRAFTS

No. I-OE-137/2018 ⁶⁷⁷⁴ /HT&H, Bhubaneswar dated the 1/11/18

Tender Notice for award of contract for providing of services of a Driver for a period w.e.f. 01.12.2018 to 30.11.2019.

Sealed tenders are invited from reputed manpower agencies/ service providers to provide the services of a Driver for a period of one year w.e.f 01.12.2018 to 30.11.2019 through a suitable placement agency on contract basis for driving of departmental vehicle.

The detail information for outsourcing the service of the aforesaid post has been given in the Tender Documents which may either be downloaded from the Website <http://handloom.odisha.gov.in> or obtained from Office Establishment-I Section, Department of Handlooms, Textiles & Handicrafts, Odisha Secretariat, Bhubaneswar-751001 on any working day between 11A.M to 4 P.M. The last date and time for submission of tender document is 19.11.2018 by 3.00P.M.


31-X-18

Under Secretary to Government

Memo No. ⁶⁷⁷⁵ /HT&H, Bhubaneswar dated the 1/11/18


Copy along with enclosures (both hard & soft copy) forwarded to State Portal Group, I.T, Centre, Department of I.T, At-North Annex of the Secretariat (Ground Floor), Bhubaneswar with a request to upload the notice in the Government website of the Department.


31-X-18

Under Secretary to Government

Memo No. ⁶⁷⁷⁶ /HT&H, Bhubaneswar dated the 1/11/18

Copy forwarded to all Departments with a request to display the Notice in their Notice Board for wide publicity.


31-X-18

Under Secretary to Government

Memo No. ⁶⁷⁷⁷ /HT&H, Bhubaneswar dated the 1/11/18

Copy to Notice Board of the Department of Handlooms, Textiles & Handicrafts.


31-X-18

Under Secretary to Government

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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar -751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Driver on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from date.01.12.2018 and would continue till 30.11.2019. The period of contract may be further extended beyond 30.11.2019 provided that requirement of the Department for manpower persists at that time or may be curtailed/ terminated before 30.11.2019 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 1 (one) Driver at present. However, the requirement may change as per the conditions. Other categories of employees/staff will be required in future.
4. The estimated cost of the contract is Rs. 1,06,560/- for remuneration excluding other statutory dues.
5. The interested Manpower Service Providers may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 550/- and other requisite documents by 19.11.2018 upto 3.00 P.M at Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar -751001.
6. The various crucial date relating to **"Tender for providing Manpower Services to the Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar -751001"** are cited as under:
 - (a) Period of issue of Tender Document : 03.11.2018 to 18.11.2018
 - (b) Date and Time for submission of Tender Document : 19.11.2018
(3.00P.M)
 - (c) Date and Time opening of
 - (i) Technical Bid : 19.11.2018 (3.30 P.M)
 - (ii) Financial Bids of eligible Tenderer and selection :19.11.2018 (5.00 P.M)
 - (d) Likely date for commencement of Deployment : 01.12.2018
of required manpower
7. The tender has been invited under two bid system **Technical Bid & Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **"Technical Bid for providing**

Manpower Services to Handlooms, Textiles & Handicrafts Department” & “Financial Bid for providing Manpower Services to Handlooms, Textiles & Handicrafts Department”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for providing Manpower Services to Handlooms, Textiles & Handicrafts Department.

8. The Earnest Money Deposit (EMD) of Rs 550/- 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 Government, Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar - 751001 **failing which the tender shall be rejected summarily.**
9. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 10,000/- (Ten thousand) only in the form of Bank Guarantee from any Nationalised Bank drawn in favour of Under Secretary to Government, Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar -751001 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 rightly rejected and will not be considered any further:
 - (a) Registration certificate of the applicant organisation;
 - (b) Copy of the 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 CGST/SGST Tax registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly

signed by the authorised 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 initialled by the person authorised to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time at 3.30 PM on dated 19.11.2018 in the office room of Under Secretary to Government, Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar -751001 in 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 5.00 PM on dated 19.11.2018 in the office room of Under Secretary to Government, Handlooms, Textiles & Handicrafts Department, Odisha Secretariat, Bhubaneswar -751001 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 Handlooms, Textiles & Handicrafts Department reserves the right to annul all bids without assigning any reason.

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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following 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 years'** experience in providing manpower to Government Departments, Public Sector Companies/Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) Minimum turn-over requirement of the agency should be Rs.3.00 crore
 - (h) Execution of contracts of similar type during preceding 2 years.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE
DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE
PROVIDER IN HANDLOOMS, TEXTILES & HANDICRAFTS
DEPARTMENT, ODISHA SECRETARIAT**

1. She/he should be above 18 years of age and not exceeding 40 years
2. The Minimum Educational Qualification for Driver is Higher Secondary Certificate Examination (10+2) or its equivalent from any recognised School, Board or Institution.
3. The Driver should possess valid driving licence for driving light Motor Vehicle, Knowledge of motor mechanism.
4. She/he should have at least 3 (three) years experience
5. Certificate, if any obtained from any Organisation/Public Sector/Govt. Office
6. She/he should be well behaved, gentle and obedient in nature.

APPLICATION TECHNICAL BID

For providing Manpower Services to Handlooms, Textiles & Handicrafts Department

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit: DD No. _____ date _____
of Rs. _____ drawn
on Bank _____

3. Name of Proprietor/Partner/ Director: _____

4. Full Address of Registered :
Office _____

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

5. Full address of Operating
/Branch Office : _____

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

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

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

Telephone Number: _____
of Banker

8. PAN/GIR No. : _____
(Attach attested copy)

9. CGST/SGST 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 (three) Financial years

Financial Year	Amount (Rs. Lacs)	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. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

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

Signature of authorised person

Name:

Seal:

Date :

Place:

DECLARATION

1. _____ Son/ Daughter/Wife of
Shri _____ Proprietor/ Director/
authorized signatory of the Service Provider, mentioned above, am competent to
sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information/ documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/We, am/are well aware of
the fact that furnishing of any false information/ fabricated document would lead
to rejection of my tender at any stage besides liabilities towards prosecution under
appropriate law.

Signature of authorized person

Name:

Seal:

Date :

Place :

APPLICATION-FINANCIAL BID

**FOR PROVIDING MANPOWER ASSISTANCE TO HANDLOOMS,
TEXTILES & HANDICRAFTS DEPARTMENT**

1. Name of tendering Manpower Service Provider:

Sl No.	Manpower Type	Monthly Rate per person						Total Per person
		*Take home remuneration	EPF	ESI	Other statutory dues, if any	Service Charge	CGST/SGST	
1	Driver	Rs. 8,880/-						

*Monthly consolidated remuneration of a driver is Rs.8,880/- per month as fixed by Finance Department in Letter No.28090 dtd.22.09.2017 read with Finance Department Letter No.11835/F dtd.31.03.2018. Accordingly statutory dues & service charges may be quoted.

Signature of authorised person

Name:

Seal:

Date:

Place:

Notes :

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. 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 the manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.12.2018 and shall continue till 30.11.2019 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. This agreement shall also be applicable for engagement of other categories of manpower as and when required by the Department.
3. The Agreement shall automatically expire on 30.11.2019 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
4. 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.
5. 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.
6. The Department, at present, has tentative requirement of **01 (one) Driver** on urgent basis. The requirement for other kind of manpower may arise in future.
7. 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.
8. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
9. The persons deployed shall be required to report for work at fixed time to the officer concerned. In case, the person deployed remains absent on a particular day the remuneration for those days will not be disbursed.
10. The person deployed may be called on holidays to attend 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 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 Authorised 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 person deployed by the Manpower Service Provider shall neither claim nor shall be entitled to get, 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 regularisation of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service provider must be registered with the concerned Govt. Authorities i.e Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc, and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any at his own part and cost.
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be their responsibility. 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 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 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 for 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.

***Note:-** Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

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 the contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or office concerned will have 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 the 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.

FINANCIAL

30. The Technical Bid to be accompanied with an Earnest Money Deposit (EMD), refundable without interest of Rs.550/- (Rs. 0.5% of the contract value) in the form of Demand Draft/ Pay order drawn in favour of Under secretary, Department of Handlooms, Textiles & Handicrafts, Secretariat, Bhubaneswar failing which 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 tenderer will have to deposit a security amount of Rs.10,000/- (Rupees Ten thousand) only along with statutory dues in the form of Fixed Deposit Receipt (FDR) made in name of the agency but hypothecated to the Under secretary, Department of Handlooms, Textiles & Handicrafts, Secretariat, Bhubaneswar covering the period of contract. In case the contract is further extended beyond the initial period the FDR will have to be accordingly renewed by the successful tenderer.

33. The Successful tenderer will have to deposit a performance security deposit of Rs.10,000/- only in form of Bank Guarantee from only nationalised 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 tenderer. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

34. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.

35. The manpower service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or office concerned in respect of persons deployed and submits the same to the prescribed authority in the first week of succeeding month. As per as possible, the payment will be released by the 2nd week of the succeeding month.

36. 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 of the bill amount shall be held up in such proof is furnished, at the discretion of the Department or office concerned.
37. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the manpower service provider shall be deducted from its monthly bills in the succeeding month.
38. The authority reserved the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.
39. In the event of any dispute arising in respect of clauses of the agreement, the same shall be resolved through negotiation. Alternately the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
40. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
41. The successful bidder will enter into an agreement with 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 card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of GST 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 13 to 16 in Tender Document with each page duly signed and sealed by the authorised 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 Handlooms, Textiles & Handicrafts 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 _____
_____, 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 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 "Driver" in the Handlooms, Textiles & Handicrafts Department 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 30.11.2019

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 the
Manpower Service Provider

Signature of the Authority
An officer acting in the
premises
For and on behalf of the
Governor of Odisha

In the presence of witness:-

Witness

1. Name:
Address.....

2. Name:
Address.....

Witness

1. Name:
Address.....

2. Name:
Address.....

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ANNEXURE

TERMS & CONDITIONS

1. The Agreement shall commence from 01.12.2018 and shall continue till 30.11.2019(AN) 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. This agreement shall also be applicable for engagement of other categories of manpower as and when required by the Department.
3. The Agreement shall automatically expire on 30.11.2019 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
4. 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.
5. 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.
6. The Department, at present, has tentative requirement of 01(one) Driver on urgent basis. The requirement for other kind of manpower may arise in future.
7. 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.
8. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
9. The persons deployed shall be required to report for work at fixed time to the Officer concerned. In case, the person deployed remains absent on a particular day the remuneration for those days will not be disbursed..
10. The person deployed may be called on holidays to attend 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 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 Authorised 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 functions/duties, or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider shall neither claim nor shall be entitled to get, 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 regularisation of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be their responsibility. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

21. The person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against him.

22. 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 person deployed.

23. The person deployed shall, during the course of his work be privy to certain qualified documents and information which he is not supposed to divulge to third parties. In view of this, he 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 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 maintained all statutory registers under the law and shall produce the same, on demand, 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 person 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 person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

30. 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 the annulment of the Agreement.

31. 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 person 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.

32. 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, as the discretion of the Department or Office concerned.

33. 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.

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

35. 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.

36. 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.