

GOVERNMENT OF ODISHA  
MS&ME DEPARTMENT

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Quotation/ Tender Call Notice

Bhubaneswar, dated 26/11/2020

No. I-OE-75/2020 <sup>6450</sup>/MSME, Sealed tenders are invited from reputed registered service provider/ agency to provide the services of One Data Entry Operator (DEO), One Car Driver & Three Peons for a period of **1<sup>st</sup> January 2021 to 31<sup>th</sup> August 2021** through a suitable placement agency on contact basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website [www.msmeodisha.gov.in](http://www.msmeodisha.gov.in) or obtained in person from Shri Kailash Chandra Baske, Under Secretary to Government, MS&ME Department, Kharavela Bhavan, Bhubaneswar-751001 (Ph No. 9439007005) on payment of Rs.100/- inclusive of GST per set vide Cash / DD drawn in favour of DDO-Cum Under Secretary to Government, MSME Department payable at Bhubaneswar. The last date and time for submission of tender document is **14.12.2020** by 4.00 PM. The Tender submitted by Speed Post/Registered Post only will be entertained and should reach MS&ME Department latest by 14.12.2020 before 4.00 PM and in no case it will be accepted beyond 4.00 PM. The undersigned reserves the right to accept / reject any offers without assigning any reasons thereof.

  
Under Secretary to Government  
MS&ME Department

Memo No. <sup>6457</sup>/MSME, Bhubaneswar dt 26/11/2020

Copy forwarded to all Departments for information and necessary action. They are requested to display the Tender Call Notice in their Notice Boards for wide publicity/ Notice Board of MS&ME Department

  
Under Secretary to Government

Memo No. 6452/MSME, Bhubaneswar dt 26/11/2020

Copy alongwith enclosures forwarded to the Head, State Portal Group, NIC, Secretariat Building, Bhubaneswar to display the same in the MSME Department Website for wide publicity.

Memo No. 6453/MSME, Bhubaneswar dt 26/11/2020  
Under Secretary to Government

Copy forwarded to the Chief Receptionist, Kharvel Bhawan, Odisha Secretariat, Bhubaneswar for information and necessary action.

Under Secretary to Government

**MS&ME Department  
Government of Odisha**

**Tender Document**

**For providing Services of One Data Entry Operator (DEO), One Car Driver & Three Peons**

- (a) Period of issue of Tender Document : 01.01.2021 to 31.08.2021
- (b) Date and time for submission of Tender Document : Last date **14.12.2020** upto 4 PM
- (c) Date and time for opening of
- (i) Technical Bids : **15.12.2020** at 3.00 P.M.
- (ii) Financial Bids of eligible Bidders : **16.12.2020** at 3.00 P.M.
- (d) Likely date for commencement of deployment of required manpower : **1<sup>st</sup> January 2021**

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The MS&ME Department, Kharavela Bhavan, Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of One Data Entry Operator (DEO), One Car Driver & Three Peons on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from **1<sup>st</sup> January 2021** and would continue till **31<sup>st</sup> August 2021**. The period of the contract may be further extended for a period of six months provided the requirement of the MS&ME Department for manpower persists at that time or may be curtailed / terminated before contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the MS&ME Department requirements. The MS&ME 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 One Data Entry Operator (DEO), One Car Driver & Three Peons. The requirements may increase/decrease in any/all categories.
4. The estimated cost of the contract is Rs. 4,65, 000/- (Approx) for the above period.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 5000/- vide DD drawn in favour of DDO-Cum Under Secretary to Government, MSME Department payable at Bhubaneswar and other requisite documents by **14.12.2020** upto 4.00 P.M. at MS&ME Department, Bhubaneswar.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the MS&ME Department" are cited as under :
  - (a) Period of issue of Tender Document : 26.11.2020
  - (b) Date and time for submission of Tender Document : **14.12.2020** upto 4.00 p.m.
  - (c) Date and time for opening of
    - (i) Technical Bid : **15.12.2020** at 3.00 PM
    - (ii) Financial Bids of eligible Tenders and selection : **16.12.2020** at 3.00 PM
  - (d) Likely date for commencement of deployment of required manpower : **1<sup>st</sup> January 2021**

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 MS&ME Department”** and **“Financial Bid for Providing Manpower Services to MS&ME Department”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to MS&ME Department”**.
8. The Earnest Money Deposit (EMD) of Rs.5000/- (Rupees Five Thousand only), refundable (**without** interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of DDO-Cum Under Secretary to Government, MS&ME Department, Payable at Bhubaneswar **failing which the tender shall be rejected summarily**.
9. The successful, tenderer will have to deposit a Performance Security Deposit of Rs.20,000/- (Rupees Twenty Thousand only) in shape of Bank Draft in favour of DDO-Cum Under Secretary to Government, MS&ME Department payable at Bhubaneswar. This security deposit is interest free. After receipt of security deposit the order placed, will be considered as valid. In case, the contract is further extended beyond the initial period, the Bank Draft will have to be accordingly revalidated/renewed by the successful tenderer.
10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (Self attested) along with the Technical Bid, **failing which their bids shall be summarily / out right rejected and will not be considered any further :**
  - (a) Registration certificate of the applicant organization;
  - (b) Copy of PAN/GIR card;
  - (c) Copy of the IT return filed for the last three financial years;
  - (d) Copies of EPF and ESI certificates;
  - (e) Copy of the Service Tax registration certificate;
  - (f) Certified extracts of the Bank Account containing transactions during last three years.
11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time on **15.12.2020** at 03.00 P.M. in the office room of Under Secretary, MS&ME Department, Bhubaneswar, in the presence of Service Providers/ 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 on **16.12.2020** at 03.00 P.M. in the office room of Under Secretary, MS&ME Department, Bhubaneswar, in the presence of Service Providers/ 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 MS&ME Department reserves the right to annual/ reject all bids without assigning any reason.

## TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications :
  - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the MS&ME Department. Besides, if the MS&ME Department procure 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 **three years** of experience in providing manpower to Government Departments, Public Sector Companies/Banks etc;
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income Tax and Service Tax Departments;
  - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) They should have registered with the appropriate Authority of Government of Odisha for providing manpower services.
  - (h) The minimum turn-over of service providing agency shall be Rs.25 lakhs or above per annum.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE MS&ME  
DEPARTMENT, BHUBANESWAR**

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for peon will be 10<sup>th</sup> Pass, for Driver will be +2<sup>th</sup> Pass having valid driving license with 5 years of experience and for DEO minimum educational qualification is Graduation. The Data Entry Operator should be well conversant with computers, having typing speed of 40 characters per minute in English and essentially trained in MS Office, internet, LAN function, email and acquaintance with Government procedure for maintenance of file system.

**APPLICATION – TECHNICAL BID**

**For Providing Manpower Services to MS&ME Department**

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 Proprietor/ Partner/  
Director: -----  
-----  
-----

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

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

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

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

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

7. Bank of the 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)

(Attach attested Copy)

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

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

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years. (copy of supporting record to be furnished).

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2017-18		
2018-19		
2019-20		

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 DIFFERENT CATEGORIES OF PERSONNEL TO MS&ME DEPARTMENT**

1. Name of the Tendering manpower service provider : -
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities taxes levies, cess etc.

Sl. No.	Manpower type (Qualification)	Monthly rate per person						
		(*) Take home remuneration	E.P.F.	E.S.I.	Other Statutory dues if any	Service charge	Service Tax	Total
1	2	3	4	5	6	7	8	9
1.	Data Entry Operation (B.A., BSc., BCom. with PGDCA or equivalent)							
2.	Driver (+2 with valid driving license)							
3.	Peon, Class-IV (HSC)							

(\*) The minimum take home remuneration per person should be Rs.8,880/- for DEO & Driver and Rs. 8,070/- for Peon.

Place :

*Signature of tendering  
manpower service provider  
with seal*

Date :

- Note : (i) The total rate quoted by the Tendering Agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into contract.
- (ii) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence from the date of signing of Agreement and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 31.08.2021 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The requirement of MS&ME Department, at present has tentative requirement of one DEO, One Driver and three peons on urgent basis. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.10 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. and may also required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. In case the person deployed is asked to work beyond 8 PM, he / she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The MS&ME Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service provider.
15. The MS&ME Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Department etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 is any, at his own part and cost.
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## LEGAL

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



24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The MS&ME Department or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the MS&ME 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 MS&ME Department.
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 MS&ME 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 MS&ME 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 MS&ME Department or the office concerned is put to any loss / obligation, monetary or otherwise, the MS&ME 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 nonperformance, deviation of terms and conditions of contract, nonpayment of remuneration of employed persons and non-payment of statutory dues. The MS&ME 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 MS&ME Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
30. The MS&ME Department has right to ask the successful bidder for any change in the staff provided through outsourcing for poor performance, incompetence or inefficiencies or financial misappropriation.

## FINANCIAL

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft in favour of Under Secretary, MS&ME Department, Bhubaneswar **failing which the tender shall be rejected out rightly.**
32. 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 data of placing the order the EMD shall stand forfeited without giving any further notice.**
33. The successful tenderer will have to **deposit a security amount i.e. 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 DDO-Cum Under Secretary to Government, MS&ME Department, 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.
34. The successful tender will have to deposit a **Performance Security Deposit of Rs.20,000/- (Rupees Twenty Thousand )** only in shape of Bank Draft in favour of MS&ME Department In case, the contract is further extended beyond the initial period, the said security deposit will kept with MS&ME Department till expire of further fund of contract.
35. 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.
36. 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.
37. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
38. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the

Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.

39. The Authority reserves the right to withdrawn or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
40. 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.
41. 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.
42. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

## **DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate / GSTIN No.;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages.....in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

## **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower short listed by agency for deployment in MS&ME Department, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons along with Identification and Address proof.
3. Any other document considered relevant.

## AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of between the Governor of Odisha represented by the Under Secretary, MS&ME Department, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

### And

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, hereinafter called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in MS&ME Department /its Field Offices;

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

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

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

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “\_\_\_\_\_” (in the MS&ME Department and its Field Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto 31.08.2021.

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

**Signature of the Officer  
authorized to sign  
On behalf of  
Manpower Service Provide**

**Signature of the Authority  
of MS&ME Department**

***In the presence of witness :-***

**Witness**

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

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

**Witness**

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

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 requirements.
2. The Agreement shall automatically expire on \_\_\_\_\_ (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM at their place of posting and would leave at 5.30 P.M and may also be required to work beyond 5.30 P.M for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8 PM he / she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/-(fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.

11. The entire financial liability in respect of manpower services deployed in the MS&ME Department or Office or concerned shall be that of the Manpower Service Provider and the MS&ME 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 MS&ME Department or Office concerned.

12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the MS&ME 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 MS&ME 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 MS&ME Department or Office concerned and an Authorized representative of the Manpower Service Provider.

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

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

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

17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking 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 Department etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

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

20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

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

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

23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the department or office concerned. The MS&ME 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 MS&ME 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 MS&ME Department or office concerned.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the MS&ME Department or office concerned or any other authority under Law.

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

27. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the MS&ME Department or the office concerned is put to any loss / obligation, monetary or otherwise, the MS&ME

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 MS&ME 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 MS&ME Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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

30. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the MS&ME Department or Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

31. The claim in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole or the bill amount shall be held up till such proof is furnished, at the discretion of the MS&ME Department or Office concerned.

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

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

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

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