

**DISTRICT PROJECT OFFICE
SARVA SIKSHYA ABHIYAN,
NAYAGARH**

**TENDER DOCUMENT
(TECHNICAL & FINANCIAL)**

**HIRING OF MANPOWER
(DATA ENTRY OPERATOR)
FOR
08 NOS OF BLOCK RESOURCE CENTERS
&
ONE PROGRAMMER-CUM-ACCOUNTANT
NAYAGARH DISTRICT**

**DISTRICT PROJECT OFFICE
SARVA SIKSHYA ABHIYAN, NAYAGARH**

**TENDER DOCUMENT
FOR PROVIDING SERVICES OF DATA ENTRY OPERATORS
TO 08 BRC OF NAYAGARH DISTRICT
BY A PRIVATE MANPOWER SERVICE PROVIDER**

| | | |
|--|---|--|
| a. EMD for Tender Document | : | Rs. 5000/- to be enclosed with the tender document in shape of DD in favour of DPC, Nayagarh and payable at Nayagarh |
| b. Date and time for submission of Tender Document | : | 25/12/2011 |
| c. Date and time and venue for opening of Technical Bids | : | DPO, SSA, Nayagarh 26/12/2011 at 1.00 PM |
| d. Date and time and venue for opening of Financial Bids | : | DPO, SSA, Nayagarh 26/12/2011 at 1.00 PM |
| e. Likely date for commencement of deployment of required manpower | : | 01.02.2012 |

CONTENTS OF TENDER DOCUMENT

- Scope of work and general instructions for service provider
- Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider
- Tender Application – Technical Bid
- Tender Application – Financial Bid
- Terms and Conditions
- Documents to be provided with Technical Bid And Agreement Sample Copy
- Terms & Conditions of the Agreement

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- The District Project Office, SSA, Nayagarh requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operator (DEO) on contract basis for day-to-day official work.
- The contract for providing the aforesaid manpower is likely to commence from 01/02/2012 and would continue till 31/01/2013. The period of the contract may be further extended beyond 31/01/2013 provided the requirement of the Block Resource Centre (BRC) for manpower persists at that time or may be curtailed/ terminated before 31/01/2013 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Block Resource Centre (BRC) requirements. The District Project Coordinator, SSA, Nayagarh, however, reserves all rights to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- The Block Resource Centre (BRC) has tentative requirement of one Data Entry Operator and one for district level. The total requirement is 09 nos., which may increase/decrease. One Programmer cum Accountant for district level.
- The estimated cost of the contract is to be mentioned in the document.
- The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 25.12.11 upto 1.30PM at District Project Office, SSA, Nayagarh.

The various crucial dates relating to **“FOR PROVIDING SERVICES OF DATA ENTRY OPERATORS TO 08 BRC OF NAYAGARH DISTRICT BY A PRIVATE MANPOWER SERVICE PROVIDER”** are indicated here under:

| | |
|---|--|
| • EMD for Tender Document | Rs. 5000/- to be enclosed with the tender document in shape of DD in favour of DPC, Nayagarh and payable at Nayagarh |
| • Date and time for submission of Tender Document | 25/12/2011 |
| • Date and time and venue for opening of Technical Bids | DPO, SSA, Nayagarh 26/12/2011 at 1.00 PM |
| • Date and time and venue for opening of Financial Bids | DPO, SSA, Nayagarh 26/12/2011 at 1.00 PM |
| • Likely date for commencement | 01.02.2012 |

| | |
|------------------------------------|--|
| of deployment of required manpower | |
|------------------------------------|--|

- The tenders are invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Manpower Services to Block Resource Centre (BRC), Nayagarh District”** and **“Financial Bid for Providing Manpower Services to Block Resource Centre (BRC) Nayagarh District”**. Both sealed envelopes should be kept in a third sealed envelope superscribing **“Tender for Providing Manpower Services to Block Resource Centre (BRC), Nayagarh District”**.
- The processing fee of Rs. 5000/- (Rupees one thousand) only, non-refundable should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of the District Project Coordinator, SSA, Nayagarh , **failing which the tender shall be rejected summarily**.
- The successful bidder will have to deposit a Security Deposit / Performance Security Deposit of Rs.40,000/- (Rupees Forty Thousands) only in form of Bank Draft/ Pay order drawn in favour of District Project Coordinator, SSA, Nayagarh.
- The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Government/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 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.
- The conditional bids shall not be considered and will be outrightly rejected in very first instance.
- 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 initialized by the person authorized to sign the tender bids.

- The Technical bids shall be opened on the scheduled time, date and venue i.e. DPO, SSA, Nayagarh on 26/12/2011 at 1.00 PM in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at DPO, SSA, Nayagarh on 26/12/2011 at 1.00 PM in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- The District Project Coordinator, SSA, Nayagarh reserves the right to annul all bids without assigning any reason thereof.

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 Nayagarh.
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least two/three years experience in providing manpower to Government Dept., 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 any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement. (10 lakhs p.a.)
 - (i) Execution of contracts of similar type (at least five) during preceding 3 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
08 NOS OF BLOCK RESOURCE CENTRE (BRC), NAYAGARH DISTRICT.**

DATA ENTRY OPERATOR

1. She/he should be above 21 years of age and not exceeding 42 years As on 01/12/2011.
2. The Minimum Educational Qualification for, Data Entry Operators should be graduation in any discipline with technical certification of DCA/ PGDCA.
3. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function;

PROGRAMMER-CUM-ACCOUNTANT

**APPLICATION - TECHNICAL BID
FOR PROVIDING MANPOWER SERVICES TO
08 NOS OF BLOCK RESOURCE CENTRE (BRC), NAYAGARH
DISTRICT.**

| | | | |
|-----|--|---|---|
| 1. | Name of Tendering Manpower Service Provider with address (Attach Proof copy) | : | _____ _____ _____ |
| 2. | Details of Processing fees | : | DD/ Pay Order No. _____ Date _____ Bank Name _____ |
| 3. | Name of Proprietor /Partner/ Director : | : | _____ _____ _____ |
| 4. | Full Address of Registered Office | : | _____ _____ _____ Tel: _____ Fax: _____ Email: _____ |
| 5. | Full address of Operating / Branch Office | : | _____ _____ _____ Tel: _____ Fax: _____ Email: _____ |
| 6. | Name & telephone no. of Authorized officer/person to liaise with Field Office(s) | : | _____ _____ _____ Tel: _____ Fax: _____ Email: _____ |
| 7. | Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years) | : | _____ _____ _____ Tel: _____ Fax: _____ Email: _____ |
| 8. | PAN / GIR No. (Attach attested copy) | : | _____ |
| 9. | Service Tax Registration No. (Attach attested copy) | : | _____ |
| 10. | E.P.F. Registration No. (Attach attested copy) | : | _____ |
| 11. | E.S.I. Registration No. (Attach attested copy) | : | _____ |

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

FINANCIAL YEAR AMOUNT (RS. LACS) REMARKS, IF ANY

| Financial Year | Amount (Rs. Lacs) | Remarks, if any |
|-----------------------|--------------------------|------------------------|
| 2008-2009 | | |
| 2009-2010 | | |
| 2010-2011 | | |

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 service provider | | Amount of contract (Rs. Lacs) | Duration of contract | |
|---------|--|---------------------------|-----|-------------------------------|----------------------|----|
| | | Type of manpower provided | No. | | From | To |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Signature of authorized person
Name:
Seal :

Date:
Place:

DECLARATION

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;

I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

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

Date:
Place :

Full Name:
Seal of the organization:

APPLICATION – FINANCIAL BID

FOR PROVIDING MANPOWER TO 08 NOS OF BLOCK RESOURCE CENTRE (BRC), NAYAGARH DISTRICT

1. Name of tendering Manpower Service Provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes,

| Sl. No. | Manpower Type | Monthly Rate per DEO / Per Block | | | | | | |
|---------|---------------------------|----------------------------------|-----|-----|-----------------------------|----------------|-------------|------------------|
| | | *Take home remuneration | EPF | ESI | Other statutory dues if any | Service charge | Service tax | Total per person |
| 1 | Programmer-cum-Accountant | | | | | | | |
| 2 | Data Entry Operator | | | | | | | |

Signature of authorized person

Date:
Place :

Full Name:
Seal of the organization:

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 each manpower.

GENERAL TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01/02/2012 and shall continue till - 31/01/2013, unless it is curtailed to 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 31.01.13 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions /deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Block Resource Centre (BRC), at present, has tentative requirement of 01 Data Entry Operator at each Block on urgent basis. The requirement of the Block Resource Centre (BRC) 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 during Block Resource Centre (BRC) hours, may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the authority (DPC, SSA, Nayagarh) 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 Block Resource Centre (BRC) or Office concerned shall be that of the Manpower Service Provider and the Block Resource Centre (BRC) 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 Block Resource Centre (BRC) 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 Block Resource Centre (BRC) 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 Block Resource Centre (BRC)/ District Project Coordinator, SSA, Nayagarh (DPC) 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 Block Resource Centre (BRC) or Office concerned and an Authorized representative of the Manpower Service Provider.
15. The Block Resource Centre (BRC)/ District Project Coordinator (DPC) 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 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 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 Block Resource Centre (BRC) 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh or office concerned. The Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) 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 Block Resource Centre (BRC) / DPC, SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC, SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh or the office concerned is put to any loss / obligation, monetary or otherwise, the Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC, SSA, Nayagarh 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 Block Resource Centre (BRC) 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 Should accompanied with an processing non-refundable of Rs. 5000/- (Rupees One Thousand) only in shape of D.D./P.O. drawn in favour of District Project Coordinator, SSA, Nayagarh failing which the tender shall be rejected out rightly.
31. The earnest money deposit in respect of the agencies, which do not qualify the Technical Bid (1st phase) / Financial Bid (2nd Competitive stage) shall be returned to them without any interest. In case of successful tenderers if the agency fails to deploy the required man power against the initial requirement within 30 days from the date of placing of order the EMD shall stands forfeited without giving any further notice.
32. The successful tenderer will have to deposit a Security Deposit / Performance Security Deposit of Rs. 40000/- (Rupees Forty Thousands) only in form of Bank Guarantee from any nationalized Bank drawn in favour of District Project Coordinator, SSA, Nayagarh 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.
33. In case of breach of any terms and conditions attached to this agreement, the Security Deposit / Performance Security Deposit of Rs. 40000/- (Rupees Forty Thousands) only of the manpower service provided shall be liable to be forfeited besides annulment of the Agreement.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Block Resource Centre (BRC) /DPC, SSA, Nayagarh 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.

35. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. Should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Block Resource Centre (BRC) /DPC, SSA, Nayagarh or Office concerned.
36. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
37. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, which has executed the agreement, is located.
40. The successful bidder will enter into an agreement with this Block Resource Centre (BRC) / DPC, SSA, Nayagarh for supply of suitable and qualified manpower as per requirement of this Block Resource Centre (BRC) on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. 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.
12. Processing fees of Rs. 5000/- in shape of DD/PO.

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

1. List of Manpower short listed by agency for deployment in Block Resource Centre (BRC), Nayagarh District 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 District Project Coordinator, SSA, Nayagarh / Block Resource Centre (BRC), Nayagarh, 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” hereby agrees with the “Authority” to provide personnel to be engaged as “_____” in the _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to.....

IN WITNESS WHERE OF 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
authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the premises
for and on behalf of the
District Project Coordinator, SSA,
Block Resource Centre (BRC),
Nayagarh.**

In the presence of witness:-

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from 01/02/2012 and shall continue till 31/01/2013 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 31/01/2013 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work during Block Resource Centre (BRC) hours, 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. 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 Block Resource Centre (BRC) 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 Block Resource Centre (BRC) /DPC, SSA, Nayagarh or Office concerned shall be that of the Manpower Service Provider and the Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC, SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC, SSA, Nayagarh or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Block Resource Centre (BRC) /DPC, SSA, Nayagarh 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 Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the 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 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Block Resource Centre (BRC) /DPC,SSA, Nayagarh or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Block Resource Centre (BRC) /DPC,SSA, Nayagarh or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Block Resource Centre (BRC) /DPC,SSA, Nayagarh or the office concerned is put to any loss / obligation, monetary or otherwise, the Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh 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 Block Resource Centre (BRC) /DPC,SSA, Nayagarh or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
31. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the 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 withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.