




GOVERNMENT OF ODISHA
LABOUR & ESI DEPARTMENT

Memo No. 3387 /LESI, Bhubaneswar, dated 22.3.21
LL1-III-0043-2017

Copy along with copy of the Letter No.1639-25M(E-II)a/03/21 dt.09.03.2021 of the Labour Commissioner, Odisha as well as its enclosures regarding "Request for Proposal (RFP) for engagement of Manpower through Service Provider" forwarded to the Nodal Officer, Departmental Website for kind information and necessary action.


Under Secretary to Government

OFFICE OF THE LABOUR COMMISSIONER: ODISHA:
BHUBANESWAR.

25M (F-1) 03/21

No. 1639 /Dated, Bhubaneswar, the 09.03.2021

From:

Dr. N. Thirumala Naik, IAS
Labour Commissioner, Odisha.

To

The Director,
I & PR Department, Odisha,
Bhubaneswar.

Sub: Publication of advertisement for providing manpower services in
the O/o. the Labour Commissioner, Odisha.

Sir,

In enclosing herewith the copy of the advertisement of RFP for award
of contract for providing manpower services in the O/o. the Labour
Commissioner, Odisha, I am to request for publishing the same in two widely
circulated Odia daily newspaper and one English daily on 11.03.2021. The
copy of the advertisement after publication may be sent along with bills for
reimbursement.

Yours faithfully,

Encl: As above.


Labour Commissioner, Odisha.

Memo No. 1640 / Date 09.03.2021

Copy alongwith copy of the Request for Proposal (RFP) forwarded to
the Head State Portal, Information & Technology Department for information
and necessary action. You are requested to kindly host the RFP document in
the website (<http://www.labdirodisha.gov.in>) for the purpose.


Labour Commissioner, Odisha.

Memo No. 1641 /Date 09.03.2021

Copy submitted to the Principal Secretary to Government, Labour &
ESI Department, Bhubaneswar for favour of kind information.


Labour Commissioner, Odisha.


16.3.21



OFFICE OF THE LABOUR COMMISSIONER : ODISHA : BHUBANESWAR

No.: LC-3/21

Date: 11/03/2021

Request for Proposal (RFP) for Engagement of Manpower Service Provider

Proposals are invited from eligible Bidders (Firms/ Agencies) interested to provide services of Liaison Officers for Telangana, Andhra Pradesh, New Delhi, Bengaluru, Tamil Nadu and Gujarat and Data Entry Operators for State Coordination Cell for Migrant Workers, and Odisha Unorganised Workers' Welfare Board, in the Office of the Labour Commissioner, Odisha, Bhubaneswar – 751001 on outsourcing basis vide a service contract with specific terms and conditions. The "Request for Proposal" document along with all information relating to the tender process such as cost of RFP document, EMD, Eligibility Criteria, Terms & Conditions, etc. are available on the website www.labdirodisha.gov.in, which may be downloaded.

Important Dates:

Last Date of Submission of RFPs – 25.03.2021 upto 5 P.M.
Date & Time of Opening of RFPs – 26.03.2021 at 11.30 A.M.

The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-

Labour Commissioner, Odisha

Shrama Bhawan, Kharavela Nagar, Bhubaneswar-751001
Ph. No.: (0674) 2390624, E-Mail: labcom.orissa@gmail.com

Request for Proposal for engagement of Manpower through Service Provider

**O/o. The Labour Commissioner, Odisha,
Unit-III, Kharavel Nagar, Bhubaneswar.**

* * * *

**OFFICE OF THE LABOUR COMMISSIONER: ODISHA:
BHUBANESWAR**

* * * * *

Request for Proposal

**For providing Manpower Services to the Office of the Labour
Commissioner, Odisha, Bhubaneswar by a Private Manpower Service
Provider**

- (a) Period of issue of Tender Document : 11.03.2021 to 25.03.2021
- (b) Last Date and time for submission of Tender Document : 25.03.2021 by 5 P.M
- (c) Date and time for opening of
- (i) Technical Bid : 26.03.2021 at 11.00 A.M
- (ii) Financial Bids of eligible Technical Bidders. : 26.03.2021 at 4.00 P.M
- (d) Likely date for commencement of Deployment of required manpower : 01.04.2021

CONTENTS OF REQUEST FOR PROPOSAL

Sl. No.	Description of contents	Page Number
1.	Contents of Request for Proposal	1
2.	Scope of work and general instructions for service bidders.	2 – 4
3.	Technical specifications for the service provider and the manpower to be deployed in the O/o the Labour Commissioner, Odisha by the service provider.	5 – 6
4.	Tender Application- Technical Bid	7 – 9
5.	Tender Application- Financial Bid	10
6.	Terms and Conditions	11 – 14
7.	Documents to be provided with the technical bid	15
8.	Document to be submitted by the successful Agency before deployment of Manpower.	16
9.	Form of Agreement with Terms & Conditions of Agreement	17 – 22

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Office of the Labour Commissioner, Odisha, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide manpower services on contract basis for engagement of (1) Liaison Officers in the Odisha Migrant labour Help desk in Telangana, Andhra Pradesh, New Delhi, Karnataka, Tamil Nadu and Surat. (3) Data Entry Operators.
2. The contract for providing the aforesaid manpower is likely to commence from **01.04.2021** and would continue till **31.03.2022**. The period of the contract may be further extended beyond. Provided the requirement of the Office for manpower persists at that time or may be curtailed / terminated before **01.04.2021** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in Office requirements. Labour Commissioner, Odisha, however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. This Office has tentative requirement for the following manpower who will be posted in various Sections/ Welfare Boards in the O/o. the Labour Commissioner, Odisha. The requirement may increase / decrease in each category.
 - i. Liaison Officer - 6
 - ii. Data Entry Operator - 4
4. The Labour Commissioner, Odisha reserves the right to award all or a certain number of manpower to the successful tenderer.
5. The interested Manpower Service Providers may submit the tender document complete in all respect alongwith Processing Fees of Rs. 5000/- (Non-refundable) and Earnest Money Deposit (EMD) of Rs.30,000/- (Refundable without interest) as well as other requisite documents by **25.03.2021 by 5 P.M.** at O/o. The Labour Commissioner, Odisha, Janapath, Kharavel Nagar, Bhubaneswar -751001.
6. The various crucial dates relating to **“Tender for Providing Manpower Services to the Office of the Labour Commissioner, Odisha, Bhubaneswar -751001”** are cited as under :
 - (a) Period of issue of Tender : 11.03.2021 to 25.03.2021
Document
 - (b) Last Date and time for submission : 25.03.2021 by 5 P.M.
of Tender Document
 - (c) Date and time for opening of
 - (i) Technical Bid : 26.03.2021 at 11.00 A.M.
 - (ii) Financial Bids of eligible : 26.03.2021 at 04.00 P.M.Technical Tenders and selection
 - (d) Likely date for commencement of : 01.04.2021
Deployment of required manpower

7. The tender has been invited under the **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 the Office of the Labour Commissioner, Odisha, Bhubaneswar**" & "**Financial Bid for Providing Manpower Services to the Office of the Labour Commissioner, Odisha, Bhubaneswar**". Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to Office of the Labour Commissioner, Odisha, Bhubaneswar**".
8. The Processing fees of Rs. 5000/- (Rupees five thousand) only (Non-refundable) and Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees thirty thousand) only (Refundable without interest) should necessarily accompany with the Technical Bid of the Service Provider in the form of Demand Draft / Pay Order drawn in favour of the Labour Commissioner, Odisha failing which the tender shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit of one month employee cost including statutory dues in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the **Labour Commissioner, Odisha, Bhubaneswar** 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 self attested following documents alongwith the Technical Bid, failing which their bids shall be summarily / outrightly 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 I.T. Return filed for the last three financial years;
 - (d) Copies of E.P.F. and E.S.I. Certificates;
 - (e) Copy of the Service Tax Registration Certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.

11. **Conditional bids shall not be considered and will be rejected outright in the very first instance.**
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The Technical Bids shall be opened on the scheduled date and time on 26.03.2021 at 11.30 A.M. in the Conference Hall of the Office of the **Labour Commissioner, Odisha, Bhubaneswar**, by the Tender Committee constituted in the 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 tenderers will be opened whose Technical bids are found in order. The Financial Bids shall be opened on **26.03.2021 at 4.00 P.M.** in the Conference Hall of the Office of the **Labour Commissioner, Odisha, Bhubaneswar**, in the presence of the representatives of the those Manpower Service Providers, found in order in Technical Bids, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the **O/o the Labour Commissioner, Odisha** reserves the right to cancel all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfill the following technical specifications:

- (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar.
- (b) They should be registered with the appropriate registration authorities;
- (c) They should have at least **five years** experience in providing manpower to Government Boards, Public Sector Companies / Banks, etc;
- (d) They should have their own Bank Account;
- (e) They should be registered with Income Tax and Service Tax Authorities;
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have regulatory clearance from Income Tax, Service Tax and local Labour Authorities;
- (h) Minimum turn-over requirement of minimum Rs.1 Crore;
- (i) Execution of contracts of similar type of minimum Rs.1 Crore during preceding 3 years;

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN OFFICE
OF THE LABOUR COOMMISSIONER, ODISHA, BHUBANESWAR.**

Liaison Officer

1. She/ he should not be exceeding 35 years as on 31.03.2021 (Age relaxation will be considered in case of Liaison Officers, working under Government projects/ agencies).
2. The Liaison Officer should have Master Degree in Social Work /Personnel Management & Industrial Relations/ MBA in HR from a recognised Institute/ University securing minimum 50% marks having knowledge in Computer.
3. Experience in similar jobs under Government projects/ agencies will be preferred.

Data Entry Operator

4. The Data Entry Operator should have a speed of 4000 characters per minute in English and good speed in Odia with well conversant in MS office, Page Maker, Tally, Internet and LAN function alongwith enough knowledge in Odia job work.

APPLICATION - TECHNICAL BID

**For Providing Manpower Services to the Office of the Labour
Commissioner, Odisha, Bhubaneswar.**

1. Name of Tendering Manpower Service Provider: _____
2. Details of Earnest Money Deposit : DD No. _____ date _____
of _____ 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 Authorized 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. 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 (₹ in Lakhs)	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) :

Sr. No.	Name of client address, telephone & Fax No.	Manpower services provided		Amount of contract (₹ in Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any

(Attach separate sheet, if required)

Signature of authorized person

Name :

Seal :

Date:

Place:

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.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

APPLICATION – FINANCIAL BID
For providing Manpower Assistance to the Office of the Labour
Commissioner, Odisha, Bhubaneswar

1. Name of 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	Monthly Rate per person						
		* Minimum Take Home Remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service tax	Total per person
1.	Liaison Officer	Rs.37,500/- PM (Consolidated)						
2.	DEO	As per existing Govt. norms						

Signature of authorized person

Full 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. Employees' share of contribution towards EPF and ESI shall be deducted by the Manpower Service Provider from the Minimum Take Home Remuneration.
3. * Service Tax and Employer's share of contribution towards EPF and ESI, other statutory dues and Service charge of the Manpower Service Provider shall not be deducted from the Minimum Take Home remuneration of the contractual employees. The Man Power Service Provider shall deposit all statutory dues with the concerned authorities and claim the same from the Office along with the Service charge by producing documentary proof of payment.
4. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **01.04.2021** and shall continue till **31.03.2022** 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 **31.03.2022** 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. This Office, at present, has tentative requirement of Six Liaison Officer, One Data Entry Operator on urgent basis. The requirement of the Office may further increase or decrease 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 under Office of the Labour Commissioner, Odisha shall be required to report for work at 10.00 AM to the Authority(at the place of posting) and would leave at 5.30 P.M. and may also be 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 Office 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 Office shall be that of the Manpower Service Provider and the Office will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Office.

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 Office.

14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Office and an Authorized representative of the Manpower Service Provider.

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

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. The Manpower Service Provider shall provide Identity Card of ESI Corporation (Pahchan Card) to the persons deployed within sixty days of their employment.

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 District. 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 Office. The Office 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 concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Office as and when required.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority 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 Office.

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

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 Office will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with non-refundable Processing Fees of Rs.5,000/- (Rupees five thousand) only and Earnest Money Deposit (EMD), refundable without interest of Rs. 30,000/- (Rupees thirty thousand) only in the form of Demand Draft / Pay Order drawn in favour of the **Labour Commissioner, Odisha, Bhubaneswar** 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 (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 10 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 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 **Labour Commissioner, Odisha, 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 tender will have to deposit a Performance Security Deposit of one month employee cost including statutory dues in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking 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 Office 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.

36. 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 Office.

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/s shall be deducted from its monthly bills in the succeeding month.

38. 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.

39. 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.

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 Office for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.

42. Terms & Conditions prescribed in Finance Board Clarification No. 32323 dtd. 11.09.2012 may be applicable in this case and shall be followed (copy enclosed).

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Self attested copy of registration of agency.
3. Certified copy of the statement of bank account of agency for the last three years.
4. Self attested copy of PAN / GIR Card.
5. Self attested copy of the latest IT return filed by agency.
6. Self attested copy of Service Tax registration certificate.
7. Self attested copy of the P.F. registration letter / certificate.
8. Self 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 19 to 22 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**
12. Authorization Certificate of Agency.

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

1. List of Manpower short listed by agency for deployment in Office of the labour Commissioner, Odisha, Bhubaneswar containing full details i.e. date of birth, marital status, address, educational certificate etc.
2. Bio-data of all persons with Passport size Photograph.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of
Between Office of the Labour Commissioner, Odisha, Bhubaneswar
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 Shri _____, 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
_____ 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 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 _____

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 O/o the Labour Commissioner, Odisha.

In the presence of witness:-

Witness

Witness

1. Name.....
Address.....
2. Name.....
Address.....

1. Name.....
Address.....
2. Name.....
Address.....

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **01.04.2021** and shall continue till **31.03.2022** 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 **31.03.2022** 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 under Office of the Labour Commissioner, Odisha shall be required to report for work at 10.00 AM to the Authority (at the place of posting) 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.
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/- (Rupees 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 Office 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 Office shall be that of the Manpower Service Provider and the Office will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Office.

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 Office.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Office and an Authorized representative of the Manpower Service Provider.

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

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 current 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. The Manpower Service Provider shall provide Identity Card of ESI Corporation (Pahchan Card) to the persons deployed within sixty days of their employment.

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 Office. 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 Office. The Office 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 concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Office as and when required.

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 Office 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 Office.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

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 Office will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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 Office 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 Office.

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.