

DISTRICT PLANNING AND MONITORING UNIT (DPMU), MALKANGIRI

No. 582 / 2021 Dt. 08.10.2021

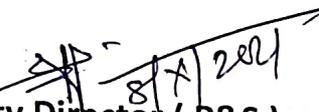
TENDER CALL NOTICE

Tender Notice for award of contract for providing of services of one PEON for District Planning & Monitoring Unit, (Planning Wing), Malkangiri on out sourcing basis through manpower service providing Agency with consolidated remuneration as fixed by the Government in Finance Department from time to time for a period of one year .

Sealed tender is invited from reputed manpower agencies/ service providers to provide the services of PEON to work in District Planning & Monitoring Unit (Planning Wing), Malkangiri on out sourcing basis through a suitable placement agency on contract basis for day to day official work ;

The detailed information for outsourcing service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website www.malkangiri.nic.in or obtained in person from the cashier DPMU (Planning Wing), Malkangiri on any official working day from 10.00A.M to 5.30 PM on payment of non-refundable Rs.200/- in cash, the receipt of which is required to be filed along with the tender document in original. The outsourcing agency applying with downloaded tender document is required to furnish non-refundable bank draft of Rs.200/- from any nationalized bank drawn in favour of Deputy Director, DPMU, Malkangiri as the cost of tender document. The last date and time for submission of Tender document is **30.10.2021 by 5:00 PM.**

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.


Deputy Director (P&S)
DPMU, Malkangiri

GOVERNMENT OF ORISSA
DISTRICT PLANNING & MONITORING UNIT, MALKANGIRI

Tender Document

For providing Services of PEON to work in DPMU, (Planning Wing), Malkangiri by a Manpower Service Provider.

- (a) Period of issue of Tender Document : 11.10.2021 to 30.10.2021 (1PM)
- (b) Date and time for submission of Tender Document : From 11.10.2021, 10.00 A.M. to 30.10.2021 by 5.00 PM
- (c) Date and time for opening of
- (i) Technical Bids : 01.11.2021 11.00 AM
 - (ii) Financial Bids of eligible Bidders : 01.11.2021, 01.00 PM
- (d) Likely date for commencement of deployment of required manpower : Nov'2021

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- 1 The District Planning & Monitoring Unit, Malkangiri-764045 requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of PEON to work on out sourcing for day to day assigned office work.
- 2 The contract for providing the aforesaid manpower is likely to commence from Nov'2021 and would continue till completion of one year. The period of the contract may be further extended beyond the end of contract period provided the requirement of the DPMU, Planning Wing, Malkangiri for manpower persists at that time or may be curtailed/terminated before the end of contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or as per the Government direction. The Deputy Director (P&S), Malkangiri however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
- 3 The Deputy Director (P&S), Malkangiri has tentative requirement for the following category of person's i.e. **01 nos. of PEON.**
- 4 The interested Manpower Service Providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs.2000/-** (Rupees Two Thousand) only in shape of bank draft from a nationalized bank drawn in favour of Deputy Director (P&S), DPMU, Malkangiri along with other requisite documents by 30.10.2021 , 5:30 PM at DPMU, Malkangiri (Planning Wing)-764045 by **Regd. Post or Speed post or dropped at the Tender Box placed in the DPMU, Malkangiri.** No other mode for submission of documents will be allowed and the tenders papers received otherwise will not be taken into account.
- 5 The various crucial dates relating to **"Tender for Providing Manpower Services to the Deputy Director (P&S), Malkangiri-764045"** are cited as under:

(a) Period of issue of Tender Document	:from 11.10.2021 to 30.10.2021 (1PM)
(b) Date and time for submission of Tender Document	:from 11.10.2021, to 30.10.2021, 5.00 PM
(c) Date and time for opening of	
(i) Technical Bid	:01.11.2021 at 11.00 AM
(ii) Financial Bids of eligible Tenders and selection	:1.11.2021 at 1.00 PM
(d) Likely date for commencement of November, 2021 Deployment of required manpower	
- 6 The tender has been invited under **two bid system** i.e. **Technical Bid and Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes super scribing **"Technical Bid for Providing Manpower Services to District Planning & Monitoring Unit (Planning Wing), Malkangiri-764045"** and **"financial Bid for Providing Manpower Services to District Planning & Monitoring Unit (Planning Wing), Malkangiri-764045"**. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services to District Planning & Monitoring**

- Unit (Planning Wing), Malkangiri-764045".**
7. The Earnest Money Deposit (MED) of Rs.2000/- (Rupees Two Thousand) only refundable to the un-successful bidder (without interest) should be necessarily be accompanied with the Technical Bid of the Service Provider in the form of Demand Draft / Bank Draft drawn in favour of Deputy Director (P&S), DPMU, Malkangiri(Planning Wing) in any nationalised bank failing which the tender shall be rejected summarily.
 8. The successful tendered will have to deposit a Performance Security Deposit of Rs.10000/- (Ten Thousand) only in the form of Bank Guarantee from any Nationalised Bank drawn in favour of Deputy Director (P&S), DPMU, Malkangiri covering the period of contract within a period of 10 days from becoming successful and execution of agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the outsourced agency.
 9. The intending manpower Service providers are required to enclose self attested photocopies of the following documents , 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 from competent Authority;
 - (b) Copy of PANcard;
 - (c) Copy of the acknowledgement of IT return filed for the last three financial years;
 - (d) Copies of EPF and ESICertificates;
 - (e) Copy of the GST registration certificate with upto date filing of return;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Undertaking regarding the firm has not been blacklisted.
 - (h) Undertaking regarding the firm has no adverse remarks have been received from EPF/ESI Commission and from other statutory institutions or any Govt. agencies.
 - (i) Copy of up to date Labour License to be submitted.
 10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
 11. 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.
 12. The Technical bids shall be opened on the scheduled date and time at 11.00 AM in the Office Chamber of Deputy Director, District Planning & Monitoring Unit, Malkangiri in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
 13. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 01.00 PM on dt.01.11.2021 in the Office Chamber of Deputy Director, District Planning & Monitoring Unit, Malkangiri 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. If the rate quoted by two or more manpower service provider (Tenderer) is found equal, then it will be decided by drawing lottery.
15. The Bids with Nil or very low service charges may be treated as non-responsive which are liable to be rejected. Also the services charges should be quoted rounded only (no decimal figure will be entertained)
16. **BID EVALUATION**

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. Least Cost Selection Method will be followed during the tender process to determine the selected bidder.

17. **The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.**

18. **The decision of the Tender Committee is final in respect of selection of L1 bidder for award contract.**

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 State of Odisha. Besides, the **District Planning & Monitoring Unit ,Malkangiri** is procuring manpower for deployment in **District Planning & Monitoring Unit ,Malkangiri** then the manpower service provider should provide the name, designation and contact number of the person.
 - (b) They should be registered with the appropriate registration authority (copy to be attached);
 - (c) They should have at least **three years** experience in providing manpower to Government Departments, Public Sector Companies/Banksetc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (f) Minimum Annual Turn-over requirement is **Rs.50.00 Lakh**
 - (g) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years.
 - (h) They should furnish GST registration Certificate.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

1. She/he should be above 21 years of age and not exceeding 35 years.
2. The Minimum Educational Qualification for PEON shall be HSC (Matriculation Pass) from a recognized Institution in Odisha.

APPLICATION – TECHNICAL BID
For Providing Manpower Services to District Planning & Monitoring Unit
(Planning Wing) ,Malkangiri.

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 Office: _____

Telephone No.: _____ Fax No. _____

E-Mail Address : _____

5. Full address of Operating/
Branch Office : _____

Telephone No.: _____ E-Mail Address : _____

6. Name & telephono.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) _____

8. PAN No.: _____
(Attach attested Copy)

9. GST Registration No.: _____

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

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

12. Financial turnover of the tendering Manpower Service Provider for the last
3 (Three) Financial years.

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Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

* In case the amount for 2020-21 is not AVAILABLE, then turn-over amount may be given for 2017-18

13. 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. Lakh)	Duration of contract	
		Type of manpower provided	No.		From	to

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

17. Undertaking regarding the firm has not been blacklisted.

18. Undertaking regarding the firm has no adverse remarks received from EPF/ESI Commission and from other statutory institutions or any Govt. Agencies.

Date:

Place:

Signature of authorized person

Name:

Seal:



Proprietor/Director/Authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tenderdocument;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide bythem;
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 appropriatelaw.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

APPLICATION - FINANCIAL BID
For Providing Manpower Assistance to District Planning & Monitoring Unit
(Planning Wing), Malkangiri

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						Total Cost per person
		* Rate of Wages (Including employee share of EPF/ESI)	Employer Share		Service charge	Sub-Total	GST	
			EPF Employee share	ESI Employer share				
1	PEON	8070.00						

*Minimum take home remuneration per outsourcing person will be as fixed by the Govt. from time to time.

* The outsourcing service provider is to quote only his service charge per person per month. No other columns need to be filled up. (Figure should be rounded and not less than Rs7/-)

* All other statutory dues will be paid as per law.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

Notes:

1. The total quoted 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.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall automatically expire after one year of agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
2. 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.
3. 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.
4. The **District Planning & Monitoring Unit, Malkangiri** at present has tentative requirement of 01 nos. of PEON (Out Sourcing) on day to day requirement basis.
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 period of contract also after giving **One Week** notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the concerned Deputy Director (P&S), Malkangiri 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.
8. The entire financial liability in respect of manpower services deployed in the **District Planning & Monitoring Unit, Malkangiri** concerned shall be that of the Manpower Service Provider and the DPMU 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 and adduce such evidence as may be required by the DPMU, Malkangiri.
9. 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 DPMU, Malkangiri.
10. The DPMU, Malkangiri 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

21

performing the functions/duties or for payment towards any compensation.

11. 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 or after expiry of the Agreement.
12. 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.
13. 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.
14. The Manpower Service Provider must be registered with the concerned Government 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 is any, at his own part and cost.*
15. 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.
16. The persons deployed by the Manpower Service Provider should not have no criminal case pending against him.
17. The persons deployed should be polite, cordial and efficient while handling the assigned work. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
18. 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.
19. 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 DPMU, Malkangiri. The Department or office concerned shall have no liability in this regard.
20. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents

shall be furnished to the Department or office concerned.

21. 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.
22. 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.
23. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result, the DPMU, Malkangiri is put to any loss/ obligation, monetary or otherwise, the DPMU, Malkangiri 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.
24. 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 DPMU, Malkangiri 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 DPMU, Malkangiri by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
25. The successful tender will have to deposit a Performance Security Deposit of Rs. 10000/- (Rupees Ten Thousand) only in the form of Bank Guarantee from only in 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.
26. 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.
27. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DPMU, Malkangiri 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.
28. 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 DPMU, Malkangiri.
29. The amount of penalty calculated @ Rs. 100/- per day on account delay, if any, in providing a suitable substitute for the period beyond 3 working days

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

30. The Authority reserves the right to withdraw or relaxes any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
31. 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.
32. The successful bidder will enter into an agreement with this DPMU, Malkangir for supply of suitable manpower as per requirement of this Department on the above terms and conditions and in the prescribed format.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of GST registration certificate;
7. Attested copy of the E. 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 previous works in the same line.
11. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. GST registration certificate.
13. Undertaking regarding the firm has not been blacklisted.
14. Undertaking regarding the firm has no adverse remarks received from EPF/ESI Commission and from other statutory institutions or any Govt. agencies.
15. Copy of up to date Labour License to be submitted.

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

1. List of Manpower for deployment in DPMU, Malkangiri containing full details i.e. Name, sex, date of birth, marital status, address, educational qualification, contact Number etc.
2. Performance Security
3. Any other document considered relevant.

AGREEMENT

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

And

M/s _____ represented by Sri _____, 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 one Peon is required in the office of DPMU, Malkangiri;

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 Peon in the DPMU, Malkangiri 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 WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Officer
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
Governor of Orissa

In the presence of witness:-

Witness

1. Name _____
Address _____

2. Name _____
Address _____

Witness

1. Name _____
Address _____

2. Name _____
Address _____

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall automatically expire after one year of agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
2. 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.
3. 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.
4. The **District Planning & Monitoring Unit, Malkangiri** at present has tentative requirement of 01 nos. of PEON (Out Sourcing) on day to day requirement basis.
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 period of contract also after giving **One Week** notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the concerned Deputy Director (P&S), Malkangiri 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.
8. The entire financial liability in respect of manpower services deployed in the **District Planning & Monitoring Unit, Malkangiri** concerned shall be that of the Manpower Service Provider and the DPMU 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 and adduce such evidence as may be required by the DPMU, Malkangiri.
9. 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 DPMU, Malkangiri.
10. The DPMU, Malkangiri shall not be responsible for any financial loss or any injury to

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any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.

11. 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 or after expiry of the Agreement.
12. 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.
13. 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.
14. The Manpower Service Provider must be registered with the concerned Government 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 is any, at his own part and cost.*
15. 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.
16. The persons deployed by the Manpower Service Provider should not have no criminal case pending against him.
17. The persons deployed should be polite, cordial and efficient while handling the assigned work. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
18. 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.
19. 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 DPMU, Malkangiri. The Department or office concerned shall have no liability in this regard.
20. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office

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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.

21. 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.
22. 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.
23. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result, the DPMU, Malkangiri is put to any loss/ obligation, monetary or otherwise, the DPMU, Malkangiri 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.
24. 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 DPMU, Malkangiri 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 DPMU, Malkangiri by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
25. The successful tender will have to deposit a Performance Security Deposit of Rs.10000/- (Rupees Ten Thousand) only in the form of Bank Guarantee from only in 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.
26. 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.
27. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DPMU, Malkangiri 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.
28. 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 DPMU, Malkangiri.

29. The amount of penalty calculated @ Rs. 100/- per day on account delay, if any, in providing a suitable substitute for the period beyond 3 working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
30. 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.
31. 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.
32. The successful bidder will enter into an agreement with this DPMU, Malkangiri for supply of suitable manpower as per requirement of this Department on the above terms and conditions and in the prescribed format.

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