

## TENDER DOCUMENT

For selection of Man Power Service providers for providing Man Power to the Odisha State Police Housing & Welfare Corporation Ltd., Bhoi Nagar, Bhubaneswar

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**BIDDER'S COVERING LETTER**

To,

The Chairman-cum-Managing Director,  
Odisha Police Housing Welfare Corporation Ltd.,  
Bhoi Nagar, Bhubaneswar  
Odisha, Pin- 751022

Dear Sir,

Ref: Tender no: \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. We shall also submit the performance security deposit as per the conditions mentioned in the contract.

We undertake to accept terms and conditions of the Agreement mentioned in the Tender Notice, if our bid is accepted.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this ..... Day of ..... (the month and year)

Signature of Authorized Signatory .....

In capacity of .....

Duly authorized to sign the bid for and on behalf of.....

**IMPORTANT INFORMATION TO THE BIDDERS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
01.	Tender Call	For the F.Y.2021-22
02.	Last date and time for submission of tender document	<b>Dt. 26.04.2021 before 12.30 P.M.</b>
03.	Date and time for opening of	<b>Dt.26.04.2021 at 4:30 P.M.</b>
	i. Technical Bids	
	ii. Financial Bids of eligible bidders	To be intimated after evaluation of Technical Bids
04.	Likely date for commencement of deployment of required manpower	To be intimated after finalisation of Tender
05.	Venue	OPHWC Ltd., Bhoi Nagar Bhubaneswar
06.	Tender fee (Non-refundable) in the form of Demand Draft in favour of Odisha State Police Housing Corporation Ltd. (OPHWC Ltd.)	₹. 1180/- (Rupees Eleven hundred and eighty ) only inclusive of Tax

**SCOPE OF WORK, ELIGIBILITY CRITERIA AND GENERAL INSTRUCTION FOR BIDDER**

1. The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar-751022 requires the services of recognized, reputed, well established and financially sound Manpower Service Providers for providing Manpower of various categories as listed below for day to day official work.
2. The contract for providing the aforesaid Service is likely to commence from 1<sup>st</sup> of the month following finalization of Tender. The period of contract will be for F.Y.2021-2022 and may be extended at the sole discretion of The Odisha State Police Housing & Welfare Corporation Ltd (OPHWC Ltd.) subject to satisfactory performance of the service provider. The period of the contract may be further extended beyond F.Y.2021-2022 provided the requirement of the Corporation for manpower persists at that time or may be curtailed/ terminated during F.Y.2021-2022 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Corporation's requirements. The Corporation, however, reserves right to terminate this initial contract at any time after giving 14 days' notice to the selected Service Provider.
3. This Corporation has tentative requirement as follow

<b>Sl. No.</b>	<b>Job category</b>	<b>Educational Qualification</b>	<b>Working experience</b>	<b>required nos.</b>
1	Technical Assistant(Civil)	Diploma in Civil Engineering	5 years relevant experience in Construction	19
2	Technical Assistant(Electrical)	Diploma in Electrical Engineering	5 years relevant experience	4
3	Technical Assistant (IT & Electronics)	Diploma in Electronics & Tele-Communication Engineering	3 Years relevant experience in CCTV City Surveillance Projects	2
4	Accounts Personnel(Corporate Accounting & Tally)	ICWA/C.A Inter Qualified	5 years relevant experience	10
5	Junior Accounts Personnel	Commerce Graduate	3 Years relevant experience	12
6	Legal Assistant	L.L.B qualified. Having Bar Experience	5 years relevant experience	2
7	Network Operator	Graduate in Computer Science/MCA	3 Years working relevant experience in Networking and Hardware maintenance	1

8	Project Monitoring Assistant	Any Graduate (Type speed of 3000 characters per minute in English). Having acquaintance in SAP-ERP	15 years relevant experience in Construction PSU	12
9	Computer Operator-cum Asst.	Any Graduate (Type speed of 3000 characters per minute in English)	5 years relevant experience	35
10	Works Assistant	Having experience in Project Work	10 years relevant experience	64
11	Electrician	I.T.I Pass or above	5 years relevant experience	6
12	Driver (L.V)	10th Pass or above (Light Vehicle License)	5 years relevant experience	1
13	Plumber	H.S.C with I.T.I	3 Years relevant experience	3
14	Office Attendant	7th Standard and above	3 Years relevant experience	20
15	Watch Man	7th Standard and above	3 Years relevant experience	9
16	Lift Operator	10th Pass with experience of operating lift.	3 Years relevant experience	2
17	Gardener	7th Standard and above	3 Years relevant experience	1
18	Sweeper	7th Standard and above	3 Years relevant experience	1
TOTAL				204

The requirements may increase/decrease in any/ all the categories.

4. The registered office or one of the branch offices of the manpower services provider should be located in Bhubaneswar.
5. The tender documents complete in all respects must be dropped in the Tender Box placed in The Odisha State Police Housing & Welfare Corporation Ltd. Payable at Bhubaneswar office during all working days from 11:00 A.M to 05:00 P.M on or before 26.04.2021(12.30 P.M) along with non-refundable cost of tender documents of ₹.1180/-
6. The tender has been invited **under two bid system i.e. Technical Bid and Financial Bid**. The Bidders are advised to submit two separate sealed envelopes super scribing **“Technical Bid for providing Manpower”** and **“Financial Bid for providing Manpower”** to OPHWC Ltd. The Technical bid shall be opened first. The Financial bid of those Bidders found eligible as per Technical bid, shall be opened subsequently on a later date as decided by the Committee. The date for opening of Financial Bid will be intimated to the concerned technically qualified bidders over fax/telephone/e-mail for their presence before the Committee.
7. The Bidder is required to submit the tender document complete in all respects along with **Earnest Money Deposit(EMD) of ₹.80,000/- ( Rupees Eighty**

**thousand)** only in the form of Demand draft of any scheduled bank drawn in favour of **OPHWC Ltd., Bhubaneswar**. The EMD of the unsuccessful bidders shall be returned to them at the earliest after finalisation of the Tender. No interest shall be payable on EMD. In the event of the Bidder failing to comply with any provision of the contract, the EMD shall stand forfeited.

8. The Bidder shall have minimum 10 (Ten) years of experience in providing manpower services to Govt. Organisation/PSUs. A list of such organizations being served and a certificate of satisfactory performance from the concerned organizations should be provided in format enclosed. The reputation/track record of the bidder will also be verified by OPHWC Ltd.
9. The Bidder must have a minimum turn-over of ₹.3 crore (Rupees three Crore) only per annum for the F.Y. 2017-18, 2018-19 and 2019-20. Copy of the audited statement of accounts or any other document as proof of Turnover should be submitted. The Bidder should have experience of successful completion of at least one (1) manpower supply project in last 3 (three) years ending 31 March 2020 (2017-18, 2018-19, 2019-20) where the single annual contract value is ₹.1.80 crore or above. Copy of Work Oder/PO/Completion Certificate/ Client testimonial should be submitted in enclosed format.
10. The Bidder should have its own Bank Account.
11. The Bidder must not have been blacklisted or there shall not be any criminal case pending against the Company/ Firm/ Director/Proprietor/Partner or the Agency. *(Declaration is to be attached in the proforma given below)*
12. All pages of the tender documents must be signed by the bidder. In case the tender documents are signed by the Authorized signatory, a copy of the power of attorney/authorization shall be enclosed along with tender.
13. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.
14. The Tenderers who meet the Qualitative Requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. **Financial Bid of the Technically disqualified Bidders will not be opened.**
15. The Financial bid shall contain the service charges to be claimed by the service provider per person. The remuneration of candidates will be decided by the Corporation after due interview of candidates provided by the service provider from time to time.

16. Taxes as applicable will be charged by the service provider in addition to remuneration of man power and cost of service charges.
17. All entries in the tender form should be legible and filled clearly. If the space of 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.
18. The monthly payments will not be released until the service provider produces proof of up to date payment of remuneration to man power and payment of EPF & ESI contribution and GST. Applicable Income Tax and GST shall be deducted at source as per the procedure.
19. The successful Bidder is required to give refundable amount of **₹.10,00,000/- (Ten Lakh rupees)** towards **Performance Security**. The deposit should be given in shape of Fixed Deposit and pledged in favour of **The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar**. In case performance is not found satisfactory the security deposit will be forfeited.
20. Consortiums / Joint Ventures are not allowed. In case, any proposal is received from Consortium/ Joint Venture, the same shall be rejected.
21. The authorities of OPHWC Ltd. reserve the right to annul all or any of the bids without assigning any reasons thereof.

## TECHNICAL REQUIREMENTS FOR THE TENDERING MAN POWER SERVICE PROVIDER

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

1. The registered office, Head Office or one of the branch offices of the manpower service provider should be located at Bhubaneswar.
2. The Bidder shall have minimum 10 (Ten) years of experience in providing manpower services to Govt. Organisation/PSUs. A list of such organizations being served and a certificate of satisfactory performance from the concerned organisations should be provided in format enclosed. The reputation/track record of the bidder will also be verified by OPHWC Ltd.
3. The Bidder must have a minimum turn-over of ₹.3 crore (Rupees three Crore) per annum for the F.Y. 2017-18, 2018-19 and 2019-20. Copy of the audited statement of accounts or any other document as proof of Turnover should be submitted. The Bidder should have experience of successful completion of at least one (1) manpower supply project in last 3 (three) years ending 31 March 2020 (2017-18, 2018-19, 2019-20) where the single annual contract value is ₹.1.80 crore or above. Copy of Work Order/PO/Completion Certificate/ Client testimonial should be submitted in enclosed format.
4. The Bidder is required to enclose self-attested photocopies of the following documents along with the application of Technical Bid, failing which the bid shall be summarily/out rightly rejected and will not be considered any further.
  - i. Copy of Registration Certificate (GSTIN) under the Goods & Service Tax Laws.
  - ii. Copy of GST R-3B (Last Return Filed by the Bidder under GST Laws) and last Annual return filled with GST Authorities.
  - iii. The Annual Report for F.Y. 2017-18, 2018-19 and 2019-20.
  - iv. Income Tax / PAN No. Copy of proof to be submitted.
  - v. EPF Registration No. & copy of the certificate.
  - vi. Copy of the Labour licence/ Registration under Contract Labour (Regulation & Abolition) Act, 1970.
  - vii. Copy of last return submitted to Labour Department if any.
  - viii. Any other statutory requirements like ESI code No. with proof. etc.
  - ix. Proof of Experience
  - x. Certified extracts of the Bank Account containing transactions during last three years.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**  
**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER TO**  
**OPHWC LTD.**

1. She/he should be above 18 years of age and not exceeding 45 years.
2. The Minimum Educational Qualification and working experience for following persons are as follows: -

<b>SL. No.</b>	<b>JOB CATEGORY</b>	<b>EDUCATIONAL QUALIFICATION</b>	<b>WORKING EXPERIENCE</b>
1.	Technical Assistant(Civil)	Diploma in Civil Engineering	5 years relevant experience in Construction
2.	Technical Assistant(Electrical)	Diploma in Electrical Engineering	5 years relevant experience
3.	Technical Assistant (IT & Electronics)	Diploma in Electronics & Tele-Communication Engineering	3 Years relevant experience in CCTV City Surveillance Projects
4.	Accounts Personnel(Corporate Accounting & Tally)	ICWA/C.A Inter Qualified	5 years relevant experience
5.	Junior Accounts Personnel	Commerce Graduate	3 Years relevant experience
6.	Legal Assistant	L.L.B qualified. Having Bar Experience	5 years relevant experience
7.	Network Operator	Graduate in Computer Science/MCA	3 Years working relevant experience in Networking and Hardware maintenance
8.	Project Monitoring Assistant	Any Graduate (Type speed of 3000 character per minute in English). Having acquaintance in SAP-ERP	15 years relevant experience in Construction PSU
9.	Computer Operator-cum Asst.	Any Graduate (Type speed of 3000 character per minute in English)	5 years relevant experience
10.	Works Assistant	Having experience in Project Work	10 years relevant experience
11.	Electrician	I.T.I Pass or above	5 years relevant experience

12.	Driver (L.V)	10th Pass or above (Light Vehicle License)	5 years relevant experience
13.	Plumber	H.S.C with I.T.I	3 Years relevant experience
14.	Office Attendant	7th Standard and above	3 Years relevant experience
15.	Watchman	7th Standard and above	3 Years relevant experience
16.	Lift Operator	7th Standard and above	3 Years relevant experience
17.	Gardner	7th Standard and above	3 Years relevant experience
18.	Sweeper	7th Standard and above	3 Years relevant experience

**APPLICATION TECHNICAL BID**  
**For Providing Manpower Services to OPHWC Ltd.**

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/Head 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., Email ID 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 No.: \_\_\_\_\_  
(Attach attested copy)

9. GST Registration No.: \_\_\_\_\_  
(Attach attested copy)

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

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

12. License under Labour Act: \_\_\_\_\_  
Attach attested copy)

13. Financial turnover of the tendering **Manpower Service Provider** for the last 3 financial years.

Financial Year	Amount (₹ in Lakh)	Remarks, if any
2017-18		
2018-19		
2019-20		

14. Additional information, if any:

Copy of monthly and annual GST returns filed for the financial year 2019-20. Copy of returns filed with Labour Department.

15. 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 (₹ in Lakh)	Duration of contract	
		Type of manpower provided	No.		From	To

16. Years of experience in providing manpower services to Govt. Organisation /PSUs \_\_\_\_

**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 the tender document and have understood all the terms and conditions of the tender and undertake to abide by them;
  
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of authorized person  
Name:  
  
Seal:

## FINANCIAL BID

(To be submitted under the Letter head of the Bidder)

1. Name of the tendering Manpower Service Provider:

Sl. No.	Category	Educational Qualification	Service Charges Per Person (in ₹.)
1	Technical Assistant(Civil)	Diploma in Civil Engineering	
2	Technical Assistant(Electrical)	Diploma in Electrical Engineering	
3	Technical Assistant (IT & Electronics)	Diploma in Electronics & Tele-Communication Engineering	
4	Accounts Personnel(Corporate Accounting & Tally)	ICWA/C.A Inter Qualified	
5	Junior Accounts Personnel	Commerce Graduate	
6	Legal Assistant	L.L.B qualified. Having Bar Experience	
7	Network Operator	Graduate in Computer science/MCA	
8	Project Monitoring Assistant	Any Graduate (Type speed of 3000 characters per minute in English). Having acquaintance in SAP-ERP	
9	Computer Operator -cum- Asst.	Any Graduate (Type speed of 3000 characters per minute in English)	
10	Works Assistant	Having experience in Project Work	
11	Electrician	I.T.I Pass or above	
12	Driver (L.V)	10th Pass or above (Light Vehicle License)	
13	Plumber	H.S.C with I.T.I	
14	Office Attendant	7th Standard and above	
15	Watchman	7th Standard and above	
16	Lift Operator	7th Standard and above	
17	Gardner	7th Standard and above	
18	Sweeper	7th Standard and above	

**Signature of authorised person**

Full Name:

Seal:

Date:

Place:

**Notes:**

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.

**DECLARATION REGARDING BLACKLISTING/CRIMINAL CASE**

I /We Proprietor / Partner (s) / Director (s) of M/s.....hereby declare that the firm/ company.....namelyM/S..... has not been blacklisted or debarred in the past by any organization from taking part in tenders and no criminal case is pending against me/us.

**Or**

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by Government Department / any Organization from taking part in tenders for a period of .....years w.e.f..... The period was over on ..... And now the firm/ company is entitled to take part in tender.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by OPHWC Ltd., Bhubaneswar and EMD/ performance Security Deposit shall be forfeited. In addition to the above OPHWC Ltd., Bhubaneswar will not be responsible to pay the bills for any completed/ partially completed work.

Signature:.....

Name: .....

Capacity in which as signed: .....

Name & address of the firm: .....

.....

Signature of Bidder with seal & date

***Seal of the firm should be affixed.***

*(In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd.Company by all the Directors of the company or company secretary on behalf of all directors.)*



## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence from dt. \_\_\_/\_\_\_/\_\_\_\_\_ and shall continue till dt. \_\_\_/\_\_\_/\_\_\_\_\_ 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 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 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.
5. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
6. The persons deployed shall be required to report for work as per the schedule time of the Corporation. In case, the person deployed remains absent on a particular day or comes late / leaves early without any authorization, on three occasions, proportionate deduction from the remuneration for one day will be made.
7. 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 (Like: Gratuity, Bonus and any other retirement benefits etc.) whatsoever like employer and employee relationship against the Corporation.
8. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Corporation 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 Corporation and an Authorized representative of the Manpower Service Provider.
9. The Corporation 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.
10. 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 currency or after expiry of the Agreement.
  11. 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.
  12. 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.
  13. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Corporation so that optimal services of the persons deployed could be availed without any disruption.
  14. 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.
  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 have good police records and no criminal case should be pending against them.
  17. 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 Corporation. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## LEGAL

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 Corporation. The Corporation 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 Corporation 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 Corporation.
- 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 Corporation 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 Corporation.
- 23 In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Corporation or the office concerned is put to any loss / obligation, monetary or otherwise, the Corporation 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.
- 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 Corporation 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 Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

## FINANCIAL

- 25 The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest in the form of Demand Draft drawn in favour of OSPHWC Ltd., Bhubaneswar failing which the tender shall be rejected out rightly.
- 26 The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
- 27 The successful tender will have to deposit a **Performance Security Deposit of ₹10,00,000/- (Rupees Ten Lakh)** only in the form of **Fixed Deposit** of any scheduled bank and pledged in favour of **The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar**. covering the period of contract. In case, the contract is further

extended beyond the initial period, the Fixed Deposit will have to be accordingly renewed by the successful tenders.

- 28 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.
- 29 The Manpower Service Provider shall raise the tax invoice/bill, in triplicate, along with attendance sheet duly verified by the Corporation along with the payment proof of salary to all employees along with payment receipt of statutory dues of previous month in respect of the persons deployed. The monthly payments will not be released until the service provider produces proof of up to date payment of remuneration to man power and payment of EPF & ESI contribution and GST for previous month. Applicable Income Tax and GST shall be deducted at source.
- 30 The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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 Corporation.
- 31 The amount of penalty calculated @ ₹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.
- 32 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.
- 33 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.
- 34 All disputes relating to this agreement shall be under the jurisdiction of the court at Bhubaneswar, Odisha.
- 35 The successful bidder will enter into an agreement with this Corporation for supply of suitable and qualified manpower as per requirement of this Corporation on the above terms and conditions.

## DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN Card;
5. Attested copy of the latest IT /GST/ Labour return filed by agency;
6. Attested copy of GST registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified copy of documents for proof of experience;
10. Certified documents in support of entries in column 13 & 15 of Technical Bid application;
11. **Copy of the terms and conditions at pages 17 to 20 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

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

1. List of Manpower shortlisted by agency for deployment in Labour & Employment 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 Odisha State Police Housing & Welfare Corporation Ltd. represented by \_\_\_\_\_, here-in- after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

### **And**

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, here-in-after referred to as 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 \_\_\_\_\_ Corporation/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 as part of this agreement.
  
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel \_\_\_\_\_ to \_\_\_\_\_ be " \_\_\_\_\_ " in the \_\_\_\_\_ (name of the Corporation/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 **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 of 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  
for and on behalf of the  
Corporation.**

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 commence from ..... (date) and shall continue till ..... (date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on ..... (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or 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 and forfeiture of security deposit.
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 to such Officer as may have been kept in charge of the Office Establishment of the Office concerned. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions without any authorization, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Corporation so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Corporation shall be that of the Manpower Service Provider and the Corporation will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to The persons deployed by the Manpower Service Provider shall not have any claim including retirement benefits whatsoever like employer and employee relationship against the Corporation.
10. 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 Corporation.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Corporation 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 Corporation and an Authorized representative of the Manpower Service Provider.
12. The Corporation 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. 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 Corporation. The Manpower Service Provider shall be responsible for any act of

indiscipline on the part of the persons deployed.

20. 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.
21. 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 Corporation. The Corporation shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Corporation 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 Corporation.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Corporation or any other authority under Law.
24. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of GST/ Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Corporation.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Corporation or the office concerned is put to any loss / obligation, monetary or otherwise, the Corporation 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.
26. 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 Corporation 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 Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. 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.
28. The Manpower Service Provider shall raise the tax invoice/bill, in triplicate, along with attendance sheet duly verified by the Corporation along with the payment proof of salary to all employees along with payment receipt of statutory dues of previous

month in respect of the persons deployed. The monthly payments will not be released until the service provider produces proof of up to date payment of remuneration to man power and payment of EPF & ESI contribution and GST for previous month. Applicable Income Tax and GST shall be deducted at source.

29. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned monthly invoice/bill. A requisite portion of the Invoice/bill or whole of the invoice/bill amount shall be held up till such proof is furnished, at the discretion of the Authority.
30. The amount of penalty calculated @ ₹.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.
31. 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.
32. 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.
33. All disputes relating to this agreement shall be under the jurisdiction of the Court at Bhubaneswar, Odisha

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