

**OFFICE OF THE DISTRICT LABOUR OFFICE, GAJAPATI,
PARALAKHEMUNDI.**

Letter No. 1847 DLO(Gpt)

Dated 10.08.2018

Sub:- Corrigendum notice.

Ref:- This office memo No. 1687 dated 31.07.2018 and letter No. 1777. Dated 03.08.2018 (Corrigendum Notice)

Corrigendum to earlier published tender notice no. 1687 dtd. 31.07.218 and letter no. 1777 dtd. 03.08.2018 pertaining to provide service of Welfare Co-ordinator and Data Entry Operator for a period of one year w.e.f 01.10.2018 to 30.09.2019.

The following changes have been made as follows.

In general tender document in serial C (i) Technical Bids – 28.08.2018, 04.00 PM.
(ii) Financial bids of eligible bidder – 29.08.2018, 11 AM.

Scope of work general instruction for Bidders

In serial no. 5 the interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money deposit (EMD) of Rs. 64487/- And other requisite documents by 28.08.2018 (date) upto 02.00 PM at District Labour Office, Gajapati.

In the serial no. 6 the crucial dates relating to “ For providing service of 01 Welfare Co-ordinator and 3 Data Entry Operator for the District Labour Office, Gajapati by a private Manpower service provider are indicated here under

- | | |
|---|----------------------------|
| a) Period for issue of tender document | - 10.08.2018 to 28.08.2018 |
| b) Date and time for submission of Tender By Document | - 28.08.2018, 02:00 PM |
| c) Date and time and venue for opening of | |
| (i) Technical Bid | - 28.08.2018, 04.00 PM |
| (ii) Financial Bid of the eligible bidders | - 29.08.2018, 11 AM. |

Venue:- District Labour Office, Gajapati.

- d) Likely date for commencement of Deployment of required manpower – 01.10.2018 (FN)

In serial no. 11 tendering Manpower Service Provider are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officer of the state Governments / Central Government), along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- (a) Registration certificate of the applicant organization;
- (b) Copy of PAN / GIR Card;
- (c) Copy of the IT return filed for the last three financial years;
- (d) Copy of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificate;
- (f) Certified extracts of the Bank Account containing transactions during last three years.

The conditional bids shall not be considered and will be out rightly rejected in very first instance.

All entries in the tender form should be legible and filed 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 initiated by the person authorized to sign the tender bids.

The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 28.08.2018.(date)., The District Labour Office, Gajapati, in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time.

The Financial Bid if only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 02.00 PM on 29.08.2018 (date) in the the District Labour Office, Gajapati, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

The Collector-cum- Chairman, of the District Labour Officer, Gajapati reserves the right to cancel all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER

The tendiering manpower service provider should fulfill the following technical specifications

- (a) The Registered office or one of the branch offices of the man power service provider should be locaed with in the jurisdiction of Gajapati.
- (b) They should be registered with the appropriate registration authority
- (c) They should have at least two/three years experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc;
- (d) They should have their own bank Account.
- (e) They should be registered with Income Tax and Service Tax departments;
- (f) They should be registered with appropriate authorities under employees provident Fund and employees State Insurance Acts.
- (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- (h) Minimum turn-over requirement (10 Lakhs P.A)
- (i) Execution of contracts of similar type (at least five) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY
THE SUCCESSFUL MANPOWER SERVICE PROVIDER
IN THE DISTRICT LABOUR OFFICE, GAJAPATI.**

Welfare Co-ordinator:-

Qualification and Experience:- The Welfare Administrator (Welfare Co-ordinator) must have Master Degree in Social Work/ Personnel Management & Industrial Relations/ MBA in HR from recognized institute / University securing minimum 50% marks.
Computer knowledge:- Proficiency in MS Office applications such as Word, Excel & Power-Point, Internet browsing.

Experience:- Minimum 3 years in similar work, with at least 1 year in any Govt. / Semi-Govt/ Public Sector Undertakings Private Sector.

Remuneration:- The monthly take home remuneration for each Welfare Administrator (Welfare Co-ordinator) shall be Rs. 15,000/-. Besides the office will pay to the Service Provider towards employer contribution for EPF & ESI and Service Charge and GST as applicable from time to time.

Age limit:- Minimum 21 years and maximum 40 years as on 30.06.2018 (Upper age limit may be relaxed for the WCs working in the district offices with specific feedback from the District Labour Officer regarding their performance).

Period of engagement:- For a period of one year (subject to further extension as per the instruction from the Board).

Data Entry Operator;

Qualification and Experience:- The Data Entry Operator must have Graduation or Higher & One Year Diploma in Computer Applications/ PGDCA along with typing Speed: 40 w.p.m in both Odia & English.
Computer Knowledge:- Proficiency in MS Office applications such as Word, Excel & Power-Point, Internet browsing.

Remuneration:- The monthly take home remuneration for each Data Entry Operator shall be Rs. 8,880/-. Besides, the office will pay to the Service Provider towards employer contribution for EPF & ESI and Service Charge and GST as applicable from time to time.

Experience:- Minimum 3 years in similar work, with at least 1 year in any Govt./ Semi-Govt./ Public Sector Undertaking/ Private Sector.

Age limit:- Minimum 21 years and maximum 40 years as on 30.06.2018 (Upper age limit may be relaxed for the DEOs working in the district offices with specific feedback from the District Labour Officer regarding their performance).

Period of engagement:- For a period of one year (subject to further extension as per the instruction from the Board).

APPLICATION – TECHNICAL BID
For Providing Manpower Services to The District Labour Office, Gajapati.

1. Name of the Tendering Manpower Service Provider:
2. Details of Earnest Money deposit: DO No. Date
3. Name of the Proprietor/ Partner/ Director
.....
4. Full Address if registered office
.....
.....
Telephone no. FAX No.
5. Full Address of operating / Branch Office.....
.....
.....
Telephone No. FAX No.
Email 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 (Rs. Lakhs)	Remark, if any
2015-16		
2016-17		
2017-18		

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.
(Attach separate sheet if space provided is insufficient)

Sl.No.	Name of the client Address Telephone & Fax No.	Man Power Service Provider	Amount of Contract (Rs. Lakhs)		Duration of Contract	
			Type of Man power 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 Sri. Proprietor /
Director Authorised 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 competent to
sign this declaration and execute this tender documents;
3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief, I / we/ 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

Name:

Seal:

Date:

Place:

APPLICATION – FINANCIAL BID

For providing Man Power Assistance to the District Labour Officer, Gajapati.

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

Sl. No.	Man Power type	Monthly rate per Welfare Co-ordinator and Data Entry Operator					
		Take home remuneration	EPF	Other Statutory dues if any	Service charges	Service Tax	Total Per person
1	Welfare Co-ordinator						
2	Data Entry Operator						

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. 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 01.10.2018(date) and shall continue till 30.09.2019(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 30.09.2019 (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. Manpower Service Provider shall not be allowed to transfer, as sin, pledge or subcontract the 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 Department at present, has tentative requirements of 01(no.) Welfare Co-ordinator 03.(no.) Data Entry Operators, on urgent basis. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage, In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider
8. The persons deployed shall be required to report for work at 10 AM to the District Labour Officer, Gajapati as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M and may also require to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions. Proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked to work beyond 5.00 PM, he /she shall be entitled to late sitting –cum. refreshment compensation of Rs. 50/- (fifty) per day.
10. The Person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the Department so that optional services of the person deployed could be availed without any disruption.

12. The entire financial liability in respect of manpower services deployed in the Department or office concerned shall be that of the Manpower Service Provider and the Department or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or office concerned.
13. For all intents and purposes, the Manpower Services Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The department shall in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or office concerned and an Authorised representative of the Manpower service Provider.
15. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the function /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 the 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 the 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 (Regulation and Abolition) Act, 1970 if any, at his own part and cost.
20. The Manpower Service Provider Shall provide a substitute well in advance if there occurs any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, Where ever 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 person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

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. Condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.

Note:- Registration/ License under the Contract Labour (Regulation & Abolition) Act, 1970 is applicable Manpower Service Provider employing more than 20 workmen.

25. The Manpower Service Provider shall also be 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.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the department or office concerned or any other authority under law.
27. The tax deduction at source (T.D.S) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
28. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills of 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 Department or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the Service Provider to statutory authorities. If any loss or damage is caused to the Department or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

30. The technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (Rupees 0.5% of the contract value) in the form of Demand Draft /Pay Order drawn in favour of Additional District Magistrate, Gajapati 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 refunded to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30days 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 Rs. (one month employees cost including statutory dues) in the form of fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Under Secretary, W.R. Department, Rajiv Bhawan, Secretariat, 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 Rs.(Rupees) only in the form of Bank Guarantee from only Nationalised 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 Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week 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 Department or Office concerned.
37. The amount of penalty calculated @ Rs, 100 per day on account of delay, if any, in providing a suitable for the period beyond three working days by the Manpower Service Provider 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 headquarter of the authority, who has executed the agreement, is located.
41. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and Conditions.

AGREEMENT

This Agreement is made on this day of between the Governor of Orissa 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 called the " Manpower Service Providers" 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 inDepartment/ 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 witness as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and constructed 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" here by agrees with the authority" to provide personnel to be engaged as "....." in the (name and Department / Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the " Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto.....

IN WITNESS WHEREOF the parties have caused their respective common seals to be hereunto affixed or have here unto set their respective hands and seals on the day and year first written affixed or have 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 an 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 AND 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, substandard 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. Thus 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. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract the 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. Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10 A.M to the under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Officer Establishment of the Office concerned and would leave at 5.00 P.M. and may also require to work beyond 05.00 PM for which he would not be paid nay extra remuneration concern the person deployed remains absent on a particular day or comes late/ leaves early on the occasions. Proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed asked to work beyond 5.00 PM, he/she shall be entitled to late sitting cum-refreshment compensation of Rs. 50/- (fifty) per day.
9. The person deployed maybe called on holidays to attend duty and shall be paid extra remuneration as per rules approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate coordinator who shall be responsible for immediate interaction with the Department so that optional services of the person deployed could be availed without any disruption.
11. The entire financial liabilities in respect of manpower services deployed in the department or office concerned shall be that of the manpower Service provider and the department or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed sum not less than the minimum rate quoted in the financial old and adduce such evidence as may be required by the Department of office concerned
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning on different Rules & Acts in respect of manpower Service Provider shall not

have any claim whatsoever like employer relationship against the Department or office concerned.

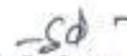
13. The Manpower Service Provider shall be responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The department shall, in no way be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to the Manpower Service Provider the deployed person can place their grievance before a joint Committee consisting of a representative of the Departmental office concerned and an Authorized representative of the Manpower Service Provider.
14. The Departmental 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 payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim not shall be entitled to payment of other facilities admissible to regular/ confirmed employees during the currency on the expiry of the Agreement.
16. The case of termination on this Agreement on its otherwise, the person deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular on 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 (Regulation & Abolition) Act, 1970 if any, at this own part and cost, if required under the Act.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards provident fund and Employees State Insurance, Whenever applicable.
20. The persons deployed by the Manpower Service Provider should be 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 actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. The persons deployed shall during the course of their work be privy to certain qualities documents and information which they are not supposed to divulge to third parties view of this, they shall be required to take oath of confidentiality and breach of condition shall be the Manpower Service Provider as well as the person deployment 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 the persons deployed by it in the department or office concerned. The department or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall be responsible for compliance of all taxes levels, 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 regulation in the matter Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
25. The Manpower service Provider shall maintain all statutory registers under the law and shall produce the same on demand to the authority of the department or office concerned or any other authority under law.
26. The 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.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, as a result thereof, the department or the office concerned is put to any loss/ obligation, monetary or otherwise ,the department or the office concerned will be entitled to get well reimbursed out of the outstanding bills or the performance security deposit of the Manpower Service provider to the extent of the loss on obligation in monetary terms.
28. The agreement is liable to be terminate because of non performance , deviation of terms and conditions of contract, nonpayment of remuneration of employed persons and nonpayment of statutory dues. The department or office concerned will have no liability towards nonpayment of remuneration to the person s employed by the Manpower service provider and outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the department or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.
29. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Manpower service Provider shall be liable to before fitted besides annulment of the agreement.
30. The Manpower service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the department or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
31. The claims in bills regarding employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the department of office concerned.
32. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower service Provider shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdrawn or relax any of the terms and conditions mentioned above 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.

The tender should be floated as per the revised corrigendum notice only.

Yours faithfully


**District Labour Officer
Gajapati, Paralakhemundi.**

Memo No . 1848

Dtd 10.08.2018

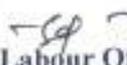
Copy submitted to DIO, NIC, Gajapati for favour of information with a request to upload corrigendum notice in website for wide publicity.


**District Labour Officer,
Gajapati, Paralakhemundi.**

Memo No 1849

Dtd 10.08.2018

Copy submitted to P.A to Collector & District Magistrate, Gajapati for favour of kind information with reference to memo no 1578(30) dtd. 23.08.2017 of the Labour Commissioner, Odisha, Bhubaneswar addressed to the Collector & District Magistrate, Gajapati.


**District Labour Officer,
Gajapati, Paralakhemundi.**

Memo No 1850(15)

Dtd 10.08.2018

Copy submitted to all District level officers of Gajapati, Sub collector, Gajapati, The Additional District Magistrate, Gajapati for favour of kind information and they are requested to kindly display the copy in their respective notice board for wide publicity


**District Labour Officer,
Gajapati, Paralakhemundi**

Memo No 1851(3)

Dtd 10.08.2018

Copy submitted to The Labour Commissioner, Odisha, Bhubaneswar / The Deputy Labour Commissioner, Jeypore/ The Assistant Labour Commissioner, Berhampur for favour of kind information and display the corrigendum notice for wide publicity.


**District Labour Officer,
Gajapati, Paralakhemundi**