



## OFFICE OF THE REGIONAL TRANSPORT OFFICER, JAJPUR

E.mail: rto\_jajpur@yahoo.in

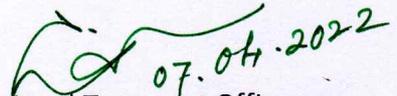
No.IE 48/2021 584 / Dt.07.04.2022

### TENDER CALL NOTICE

#### **NOTICE INVITING TENDER FOR SUPPLY OF MANPOWER**

Office of the Regional Transport Officer, Jajpur proposes for hiring of manpower for this office. Detailed tender document along with specifications can be downloaded from the website <http://Jajpur.nic.in/> and submitted to this office along with demand draft Rs.5,000/- (Rupees five thousand) only and GST @ 18% in favour of Regional Transport Officer, Jajpur drawn on any Nationalized Bank on or before 22.04.2022. The tenderer is exempted from paying E.M.D. as per Office Memorandum No 8943/F dated 18.03.2022 of Govt. of Odisha Finance Department. **The Authority reserves all right to cancel this tender without assigning any reasons thereof.**

No bids/tender document shall be accepted after 11 AM on 22.04.2022 in this office.

  
Regional Transport Officer,  
Jajpur

Memo No.585/Dt 07.04.2022

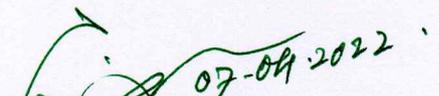
Copy submitted to the Collector & DM, Jajpur for favour of kind information.

  
Regional Transport Officer,  
Jajpur

Memo No.586 /Dt 07.04.2022

Copy to all Dist. Level Officers under Jajpur District for information with a request to display this notice in their notice board s.

Copy to the DIO, NIC, Jajpur for information . He is requested to upload the tender documents in the Jajpur district website <http://Jajpur.nic.in/> for wide publicity.

  
Regional Transport Officer,  
Jajpur

**OFFICE OF THE REGIONAL TRANSPORT OFFICER, JAJPUR**

**Tender For providing Services of Data Entry Operators, Peon, Watchman, Sweeper, Security Guards , Interceptor Driver and Interceptor Operator for the office of Regional Transport Officer, Jajpur by Manpower Service Provider**

- (a) Period of issue of Tender Document : 2022 to 2023
- (b) Date and time for submission of Tender Document : 22.04.2022, 11AM
- (c) Date and time for opening of
- (i) Technical Bids: : 22.04.2022, 11.30 A.M.
- (ii) Financial Bids of eligible Bidders : 24.04.2022 (11.30 A.M.)
- (d) Date likely for commencement of : April-2022
- (e) Number of required manpower to be deployed: 12 (Category wise breakup given below)
- DEO: 3
- Peon: 2
- Sweeper/Watchman: 2
- Security guards: 3
- Interceptor Driver: 1
- Interceptor Operator: 1

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Regional Transport Officer, Jajpur , At-Sundarpur PO-Kamagarh PS/Dist- Jajpur PIN: 755043 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Data Entry Operators, Peons , Watchman, Sweeper, Security Guards , Interceptor Driver and Interceptor Operator** on contract basis for day-to-day official work.
2. The contract for providing the aforesaid manpower is likely to commence from **Apr-2022** and would continue till **Mar-2023**. The contract shall remain valid for a period of one year. The period of the contract may be further extended beyond **February- 2023** provided the requirement of the Regional Transport Officer, Jajpur for manpower persists at that time or may be curtailed/ terminated before **Mar’ 2023** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements of Regional Transport Officer, Jajpur. The Regional Transport Officer, Jajpur , however, reserves right to terminate this contract at any time after giving one week’s notice to the selected Service Provider.
3. The Regional Transport Officer, Jajpur has tentative requirement for 12 nos of Man powers as mentioned above. The requirements may increase/decrease in any/ all the categories.
4. The estimated cost of the contract is Rs.15,00,000/-(Approx.)
5. The interested Manpower Service Providers may submit the tender document complete in all respects **22.04.2022** (date) up to 2.00 PM at the office of the Regional Transport Officer, Jajpur , At-Sundarpur PO-Kamagarh PS/Dist- Jajpur PIN: 755043.
6. The various crucial dates relating to **“Tender for Providing Manpower Services to the Regional Transport Officer, Jajpur At-Sundarpur PO-Kamagarh PS/Dist Jajpur PIN: 755043”** are cited as under :
  - (a) Period of issue of Tender Document : **April-2022 to Mar-2023**
  - (b) Date and time for submission of Tender Document: **22.04.2022, 11 AM.**
  - (c) Date and time for opening of
    - (i) Technical Bid : **22.04.2022, 11.30 A.M.**
    - (ii) Financial Bids of eligible Tenders and Selection : **25.04.2022, 11: 30 A.M.**
  - (d) Likely date for commencement of Deployment of required manpower: 01.05.2022
7. The tender has been invited under **Financial Bid**, the interested bidders are advised to submit one separate sealed envelope super scribing **“Financial Bid for Providing Manpower Services to Regional Transport Officer, Jajpur”**. The sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Regional Transport Officer, Jajpur”**.
8. The successful bidder will have to deposit a Performance Security Deposit of Rs.45,000/-(Rupees forty five thousand) Only in form of Bank Guarantee from any Nationalized Bank drawn in favour of **Regional Transport Officer, Jajpur** , payable at Jajpur 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 bidder.

9. The bidding Manpower Service Providers are abided by statutory instructions to pay a remuneration per month to each of Manpower as per minimum wages with VDA tabled below along with EPF, ESI , GST and service charges.

Name of the post	Minimum wages with VDA per Day (As per Lt No.2196 / Dt.16.02.2022 of Addl. Commissioner Transport (Admn.),STA, Odisha, Cuttack and Labour Commissioner Notification No.5639/ Dtd.02.11.2021 )
Interceptor Operator	Rs.465.00
Interceptor Driver	Rs.405.00
Data Entry Operator	Rs.405.00
Security Guard	Rs.355.00
Peon	Rs.315.00
Watchman/ Sweeper	Rs.315.00

10. The bidding Manpower Service Providers are required to enclose photocopies of the following self-attested documents, along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected.**

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

11. **The conditional bids shall not be considered and will be out rightly rejected.**

12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender/bid shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid must be attested by the person authorized to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time at **11.30 AM** on **22.04.2022** in the office of the **Regional Transport Officer, Jajpur** At-Sundarpur PO-Kamagarh PS/Dist Jajpur PIN: 755043 in the presence of the representatives of the Manpower Service Providers, if any, who desirous to remain present. In case the bidder or his Representative failed to remain present during opening of Financial Bid, it will be opened in his absence and no claim whatsoever shall not be entertained.

14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at **11:30 A.M** on **25.04.2022** in office of the **Regional Transport Officer, Jajpur** At-Sundarpur PO-Kamagarh PS/Dist Jajpur PIN: 755043, in the presence of the representatives of the Manpower Service Providers, if any, who desirous to remain present. In case the bidder or his representative failed to remain present during opening of Financial Bid, it will be opened in his absence and no claim whatsoever shall not be entertained.

15. The Regional Transport Officer, Jajpur reserves the right to annul all bids without assigning any reason thereof.

## **TECHNICAL REQUIREMENTS FOR THE BIDDING MANPOWER SERVICE PROVIDER**

**\*\*\*\***

1. The bidding manpower service provider should fulfil the following technical specifications:
  - a) The registered office or one of the branch offices of the manpower service provider should be located within the functional jurisdiction of Regional Transport Officer, Jajpur.
  - 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/ offices, 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 RTO, Jajpur, before signing of contract, if any, that may be required for providing manpower services.
  - h) Minimum turn-over requirement. (To be assessed by the Regional Transport Officer, Jajpur keeping in view the present contract)
  - i) Execution of contracts of similar type (minimum value to be prescribed) 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 BIDDER MANPOWER SERVICE PROVIDER IN THE OFFICE OF REGIONAL TRANSPORT OFFICER, JAJPUR**

**\*\*\*\*\***

1. The Data Entry Operator should be above 22 years and not exceeding 60 years.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline with DCA/ Equivalent.
3. The Data Entry Operator should have a speed of 40 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, MS Word, Excel, Internet and LAN function;

**APPLICATION FOR TECHNICAL BID FOR SUPPLY OF MANPOWER SERVICES TO THE  
OFFICE OF REGIONAL TRANSPORT OFFICER, JAJPUR.**

1. Name of bidding 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 & telephone no. of : \_\_\_\_\_ Authorized  
officer/person to liaise with Field Office(s)

7. Banker of the Manpower Service Provider:

\_\_\_\_\_  
(Attach self-attested copy of statement of  
A/c for the last Three years) \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Of Banker

8. PAN / GIR No. : \_\_\_\_\_  
(Attach self-attested copy)

9. Service Tax Registration No. : \_\_\_\_\_  
(Attach self-attested copy)

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

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

12. Financial turnover of the bidding **Manpower Service Provider** for the last 3  
Financial years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2018-19		
2019-20		
2021-21		

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the bidding Manpower  
Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be  
attached) :

Sr. No.	Name of client, address, telephone & e-mail	Manpower services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

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

Signature of authorized person

Name:

Seal :

Date:

Place:

### DECLARATION

- I, \_\_\_\_\_ Son / Daughter /  
Wife of Shri \_\_\_\_\_  
\_\_\_\_\_ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Name:

Seal :

Date:

Place:

**APPLICATION – FINANCIAL BID FOR PROVIDING MANPOWER TO THE OFFICE OF REGIONAL  
TRANSPORT OFFICER, JAJPUR .**

1. Name of bidding 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						
		*Take home remuneration	EPF	ESI	Other Statutory dues if any	Service charges	Service Tax	Total per person
1	2	3	4	5	6	7	8	9
1	Interceptor Operator							
2	Interceptor Driver							
3	Data Entry Operator							
4	Security Guard							
5	Peon							
6	Watchman/Sweeper							

Signature of authorized person  
Name:  
Seal :

Date:  
Place:

**Notes:**

1. The total rates quoted by the bidder should be inclusive of all statutory/ tax 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

1. The Agreement shall commence from Apr-2022 and shall continue till Mar, 2023 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on 31.03.2023 unless extended further with mutual consent of the Manpower Service Provider and the Regional Transport Officer, Jajpur.
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 Regional Transport Officer, Jajpur .
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 Regional Transport Officer, Jajpur
5. The Regional Transport Officer, Jajpur, at present, has tentative requirement of services of 12 nos manpowers. The requirement of the said services may further increase or decrease, during the period of initial contract also and the bidder will have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Regional Transport Officer, Jajpur 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 Regional Transport Officer, Jajpur reserves the right to terminate the Agreement during initial period also after giving one week's notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the concerned officer in the office of Regional Transport Officer, Jajpur and would leave at 5.30 P.M. and may also require to work beyond 5.30 PM for which he/she would not be paid any extra wage. In case, the person deployed remain absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the wages for one day will be made.
9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra wages as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the office of Regional Transport Officer, Jajpur so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the office of Regional Transport Officer, Jajpur concerned shall be that of the Manpower Service Provider and the office of Regional Transport Officer, Jajpur concerned will in no way be liable for the same. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum of wages at their place of work not less

- than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the office of Regional Transport Officer, Jajpur .
13. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the office of Regional Transport Officer, Jajpur.
  14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The office of RTO , Jajpur 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 person so deployed can place their grievance before a Joint Committee consisting of a representative of the office of Regional Transport Officer, Jajpur concerned and an Authorized representative of the Manpower Service Provider.
  15. The office of Regional Transport Officer, Jajpur shall not be responsible for any financial loss or any injury, if any, cause to any person deployed by the Manpower Service Provider in the course of performing the functions/duties, or for payment towards any compensation.
  16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees working under Government of Odisha during the currency or after expiry of the Agreement.
  17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity under the Government of Odisha.
  18. The person so deployed shall not claim any benefit or compensation or absorption or regularization or appointment in the office of Regional Transport Officer, Jajpur. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
  19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
  20. The Manpower Service Provider shall provide a substitute well in advance if there Occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
  21. The persons deployed by the Manpower Service Provider and person deployed should have clean police records and no criminal case should be pending against them and never convicted.
  22. The persons deployed should be polite, cordial and efficient while handling the

- assigned work and their actions should promote good will and enhance the image of the office of Regional Transport Officer, Jajpur. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
  24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of office of Regional Transport Officer, Jajpur to the concerned tax collection authorities, from time to time, as per the rules and regulations in force. Self-attested Xerox copies of such documents shall be furnished to the Regional Transport Officer, Jajpur .
  25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the office of Regional Transport Officer, Jajpur or any other authority under Law.
  26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time, and a certificate to this effect shall be provided by the office of Regional Transport Officer, Jajpur.
  27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office of Regional Transport Officer, Jajpur is put to any loss / obligation, monetary or otherwise, the office of Regional Transport Officer, Jajpur will be entitled to get it reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation caused in monetary terms.
  28. The Agreement is liable to be terminated for non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The office of Regional Transport Officer, Jajpur will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the office of Regional Transport Officer, Jajpur by the persons deployed, the same shall be recovered from the unpaid bills or to be adjusted from the Performance Security Deposit.
  29. The successful tenderer will have to deposit a security amount of Rs.45000/- along with statutory dues in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but pledged to the Regional Transport Officer, Jajpur , Odisha, Cuttack 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.
  30. The successful bidder will have to deposit a Performance Security Deposit of Rs.45,000/- (Rupees forty five thousand) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Regional Transport Officer, Jajpur, Odisha, payable at Cuttack 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 bidder. The amount of performance security deposit is to

- be determined by the RTO, Jajpur taking into account the contractual obligation of the manpower service provider.
31. 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.
  32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the authorised officer of the office of Regional Transport Officer, Jajpur 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.
  33. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office of Regional Transport Officer, Jajpur.
  34. 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.
  35. The Regional Transport Officer, Jajpur 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.
  36. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation and the decision of Regional Transport Officer, Jajpur shall be binding on Service Provider.
  37. All disputes shall be under the jurisdiction of Jajpur.
  38. The successful bidder will enter into an agreement with Regional Transport Officer, Jajpur for supply of suitable and qualified manpower as per the requirement office of Regional Transport Officer, Jajpur on the above terms and conditions.
  39. In case the outsourced person currently engaged in any manner whatsoever by any service provider in the office of First Party gets selected, he/she should not be deployed in the same office(s) of his/her posting during last 3 years.
  40. No outsourced person should be deployed in the same office for more than 3 years, and an effective rotation policy is to be adopted for ensuring efficiency of the manpower.
  41. Bidders submitting bid mentioning 2% or less or zero service charge/administrative charge shall be summarily rejected.

### **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 Year
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the bidder;
10. Certified documents in support of entries in column --- of Technical Bid Application.
11. Copy of the terms and conditions at pages ----- in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in the office of Regional Transport Officer, Jajpur, 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.

**ANNEXURE**  
**Agreement for supply of manpower**

This agreement (hereinafter the "Agreement") made at Cuttack on this ---- day of ----- 2022.

**BETWEEN**

Regional Transport Officer, Jajpur having office at Sundarpur PO-Kamagarh PS/Dist- Jajpur (Hereinafter referred to as "**FIRST PARTY**" unless it be repugnant to the context, shall mean and include its successors and permitted assigns, representative etc.) of the First Part.

**AND**

-----.(manpower service provider), having its registered office at ----- ( hereinafter referred to as "**SECOND PARTY**" which expression shall, unless it be repugnant to the meaning and context, be deemed to include its successors and permitted assigns, representative etc.) of the other part.

WHEREAS the Second party Manpower Service Provider has been selected through open tender process in the year 2022 for supply of 12 nos of manpower (Interceptor Operator , Interceptor Driver , Data Entry Operator, Security Guard and Peon , Watchman, Sweeper ) for the office of First Party and its subordinate offices for one year.

**AND**

WHEREAS the parties hereto desire to record their representations, warranties, statements, assurances, undertakings, understandings, indemnities and covenants on their part and the terms & Condition of the agreement in writing.

NOW THEREFORE, THE PARTIES AGRES AND WITNESS AS UNDER

In this Agreement All annexure, communication & instructions issued or will be issued from time to time by FIRST PARTY shall from an integral part of this agreement.

1. The Agreement shall commence from ..... (Date) 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 First Party and the Second Party.
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 First Party and the Second Party.

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 First Party.
5. The Second Party will be bound by the details furnished by it to the First Party 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 First Party reserves the right to terminate the Agreement during initial period also after giving seven days' notice to the Second Party.
7. The persons deployed shall be required to report for work at 10.00 AM to the such other Officer as may have been kept in charge of the office concerned and would leave at 5.30 P.M. and may also be required to work beyond 5.30 PM for which he would not be paid any extra wages. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the wages for one day will be made.
8. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra wages as per rates approved by this office on attending such duty.
10. The Second Party shall nominate a coordinator who shall be responsible for immediate interaction with the First Party so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the office of First Party or its subordinate offices concerned shall be that of the Second Party and the office of First Party concerned will in no way be liable. It will be the responsibility of the Second Party to pay to the person deployed a sum not less than Rs ..... only per month, the minimum rate quoted in the financial bid and adduce such evidence as may be required by the office of First Party concerned.
12. For all intents and purposes, the Second Party shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Second Party shall not have any claim whatsoever like employer and employee relationship against the office of First Party
13. The Second Party shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The First Party 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 Second Party the deployed person can place their grievance before a Joint Committee consisting of a representative of the office of Regional Transport Officer, Jajpur and an Authorized representative of the Second Party.
14. The office of First Party shall not be responsible for any financial loss or any injury to any person deployed by the Second Party in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Second Party shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Second Party shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment in the office of First Party. Undertaking from the person deployed to this effect shall be required to be submitted by the Second Party to First Party at the time of deployment.

18. The Second Party 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 Second Party shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

19. The Second Party 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 Second Party. The Second Party shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

20. The persons deployed by the Second Party should have good police records and no criminal case should be pending against them.

22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office of First Party concerned. The Second Party shall be responsible for any act of indiscipline on the part of the persons deployed.

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Second Party as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

23. The Second Party shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of First Party .concerned to the concerned tax collection authorities, from time to time, as per the prevailing rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to the office of First Party.

24. The Second Party shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the office of First Party .concerned or any other authority under Law.

25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the office of First Party.

26. In case, the Second Party fails to comply with any liability under appropriate law, and as a result thereof, the office of First Party is put to any loss / obligation, monetary or otherwise, the office of First Party .concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Second Party, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The office of First Party will have no liability towards non-payment of wages to the persons employed by the Second Party and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the office of First Party .concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Second Party.

29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Second Party shall be liable to be forfeited besides annulment of the Agreement.

30. The Second Party shall raise the bill, in triplicate, along with attendance sheet duly certified by the office of First Party .concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

31. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office of First Party.

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 Second Party shall be deducted from its monthly bills in the succeeding month.

33. The First Party reserves the right to withdraw or modify any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation and decision of First Party shall be binding upon Second Party.

35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the First Party is situated, who has executed the agreement.

36. In case the outsourced person currently engaged in any manner whatsoever by any service provider in the office of First Party gets selected, he/she should not be deployed in the same office(s) of his/her posting during last 3 years.

37. No outsourced person should be deployed in the same office for more than 3 years, and an effective rotation policy is to be adopted for ensuring efficiency of the manpower. Twenty five percent of outsourced manpower should be replaced in every year.

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 Second Party

Signature of First Party

In presence of witness

**Witness**

1.Name:.....

Address:.....

2.Name:.....

Address:.....

**Witness**

1.Name:.....

Address:.....

2.Name:.....

Address:.....