

TERMS & CONDITIONS

S.C.B. DENTAL COLLEGE & HOSPITAL,
CUTTACK

GOVERNMENT OF ODISHA
HEALTH & FAMILY WELFARE DEPARTMENT

TENDER DOCUMENT FOR PROVIDING OF MANPOWER TO S.C.B. DENTAL COLLEGE & HOSPITAL, CUTTACK FOR A PERIOD OF ONE YEAR FROM THE DATE OF EXECUTION OF AGREEMENT OF TENDER

- Date of commencement of sale of the tender document: 02/05/2016 (11 A.M to 4 P.M)
- Last Date for Sale of Tender Document: 13/05/2016 at 11:30 A.M
- Last Date & Time for Receipt of Tender: 16/05/2016 up to 4:00 PM
- Date & Time of Opening of Tender (Cover A): 17/05/2016 up at 3:30 PM
- Date & Time of Opening of Tender (Cover B): Will be intimated later.

- Place of opening of tender:
&
Address for Communication:
&
Receipt of Tender Documents

Office of the Principal,
S.C.B. Dental College & Hospital
Cuttack – 753 007

☎: 0671-2414695 / FAX: 0671-2430975

Email – dentalscb@gmail.com

S.C.B. DENTAL COLLEGE & HOSPITAL, CUTTACK

OFFICE OF THE PRINCIPAL, S.C.B. DENTAL COLLEGE & HOSPITAL,

Cuttack – 753 007

☎: 0671- 2414695, Fax: 0671- 2430975

E-mail – dentalscb@gmail.com

.....

No. _____/,

Dated. _____

**TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING OF
MANPOWER TO S.C.B. DENTAL COLLEGE & HOSPITAL,
CUTTACK FOR A PERIOD OF ONE YEAR**

Sealed tender are invited from reputed manpower agencies/ service providers to provide the services of **Manpower** for Cleaning & Sanitation work of S.C.B. Dental College & Hospital, Cuttack for a period of one year with effect from the date of execution of the agreement with the Service Provider agency by the hirer through on contract basis.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from DMET (O) website i.e. www.dmetodisha.gov.in / Govt. of Odisha website www.odisha.gov.in or obtained in person from the office of the Principal, S.C.B. Dental College & Hospital, Cuttack on any working day between 11 A.M to 4 P.M with effect from 02/05/2016. The last date and time for submission of Tender document is on **16/05/2016** up to **4PM**.

Principal,

S.C.B. Dental College & Hospital, Cuttack

CONTENTS OF TENDER DOCUMENT

Sl. No.	Section	Description of contents	Page Number
1.	Section -I	Scope of work and general instructions for service bidders	3-5
2.	Section -II	Technical requirements for the Tendering Manpower Service Provider	6
3.	Section -III	Tender Application – Technical Bid	7-8
4.	Section -IV	Tender Application – Financial Bid	9
5.	Section -V	Terms and Conditions	10-13
6.	Section -VI	Chronological order for arrangement of documents	14
7.	Section -VII	Form of Agreement	15-19

Section -I

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Principal, S.C.B. Dental College & Hospital, Cuttack requires the services of reputed, well established and financially sound Manpower Service Providers to provide **06 (six) number of manpower** for cleaning & sanitation work on outsourcing basis. The said requirement is tentative, which may increase/ decrease depending upon the work load & situations.
2. The contract for providing the aforesaid manpower is likely to commence from the date of execution of agreement on non-judicial stamp paper between the service provider and the authority which will remain valid for a period of one year and can be further extended mutually. The authority, however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. The estimated cost of the contract is approximately **Rs.3 lakh per annum.**
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.3,000/-** in shape of Bank draft/ Demand Draft / Pay Order in favour of **“Principal, S.C.B. Dental College & Hospital, Cuttack”** from any Nationalized/ Scheduled Bank payable at Cuttack and other requisite documents by **16/05/2016** up to **4 PM** at Office of the Principal, S.C.B. Dental College & Hospital, Cuttack. Any tender received after the due date & time will be rejected and returned to the sender un-opened. The Tender will be received through **Regd. Post/ Speed Post** only. The authority will not be responsible for any postal delay. Email/ Fax/ Late Bids will be summarily rejected.
5. The various crucial dates relating to above Tender are cited as under:

(a)	Period of issue of Tender Document:	02/05/2016
(b)	Date and time for submission of Tender Document:	16/05/2016 up to 4PM
(c)	Date and time for opening of Technical Bid:	17/05/2016 at 3.30PM
(d)	Date and time for opening of Financial Bids of eligible Tenders and selection:	

N.B: In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day.

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bid for Providing Manpower Services to Principal, S.C.B. Dental College & Hospital, Cuttack”** and **“Financial Bid for Providing Manpower Services to Principal, S.C.B. Dental College & Hospital, Cuttack”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Principal, S.C.B. Dental College & Hospital, Cuttack”**.

7. The Earnest Money Deposit (EMD) of **Rs.3,000/- (Rupees three thousand)** only, refundable (without interest), should be necessarily accompanied with the Technical Bid in shape of Bank draft/ Demand Draft/ Pay Order in favour of **“Principal, S.C.B. Dental College & Hospital, Cuttack”** from any Nationalized/ Scheduled Bank payable at Cuttack **failing which the tender shall be rejected summarily.**
8. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.10,000/- (Rupees ten thousand)** only in the shape of Bank Guarantee from any Nationalized Bank drawn in favour of **“Principal, S.C.B. Dental College & Hospital, 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 tenderer.
9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Gazetted Officers or Notary 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’s 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) Certified extracts of the Bank Account containing transactions during last three years.
10. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
12. The Technical bids shall be opened on the scheduled date and time as mentioned above (Sl. No.5) in the office the Principal, S.C.B. Dental College & Hospital, Cuttack in the presence of the bidders or their authorised representative, who wish to be present on the spot at that time.
13. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened on the scheduled date and time as mentioned above (Sl. No.5) in the office the Principal, S.C.B. Dental College & Hospital, Cuttack in the presence of the bidders or their authorised representatives, who wish to be present on the spot at that time.
14. The bidder with lowest evaluated financial bid (L1) would be considered for award of contract. In case, the lowest bidder (L1) is disqualified after selection for any reason then

negotiations will be made with the second lowest (L2) bidder for award of the contract at (L1) price. However, the decision of the authority will be final during the finalisation stage.

15. The quoted rates shall not be less than the minimum wage fixed/ notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government shall not be liable for any dues for availing the services of the personnel. The monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.
16. The Authority reserves the right to reject all bids/ terminate the tender process without assigning any reason thereof.

=0=

Section - II

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower Service Provider should be located within the jurisdiction at Cuttack.
 - (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) The Tendering firms whose annual turnover is **Rs.20 lakh** or more in each of the year for last three financial years (2013-14, 2014-15 & 2015-16) shall be eligible to participate in the Tender.
 - (i) Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

Section -III

APPLICATION: TECHNICAL BID

For Providing Manpower Services to Principal, S.C.B. Dental College & Hospital, Cuttack

1.	Name of Tendering Manpower Service Provider:	_____
2.	Details of Earnest Money Deposit:	DD No. _____
		Date _____
		Amount 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.: _____
		FAX No.: _____
		E-Mail Address: _____
6.	Name & telephone no. of Authorized Officer/ Person to liaise with Field Office(s):	_____

		Telephone No.: _____
		FAX No.: _____
		E-Mail Address: _____
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	Remarks, if any		
			(` In Lakh)			
		2010-11				
		2011-12				
2012-13						
13.	Additional information, if any: (Attach separate sheet if space provided is insufficient)					
14.	Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format: (If the space provided is insufficient, a separate sheet may be attached)					
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
15.	Additional information, if any (Attach separate sheet, if required)					
		Signature of authorized person				
Date:		Name:				
Place:		Seal:				
DECLARATION						
1.	I, _____ Son / Daughter / Wife of Shri _____ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;					
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;					
3.	The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.					
		Signature of authorized person				
Date:		Name:				
Place:		Seal:				

Section -IV

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to Principal, S.C.B. Dental College & Hospital, Cuttack

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

Sl. No.	Manpower Type	Rate of Daily wages per person							Monthly Total
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service tax	Total	
1.	Sweeper / person								

*Minimum take home remuneration per person should not be less than the rate fixed by Government.

Date: _____ Signature of authorized person
Place: _____ Full Name:
Seal:

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 & fixed for the period of contract. No escalation shall be allowed under any circumstances.
2. Bidders have to quote for both the positions under this tender and the bid with lowest evaluated monthly charges for the required manpower will be awarded with contract.
3. 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 as per the actual.
4. The employee's share of contribution towards EPF & ESI shall be deducted by the service provider from the minimum take home remuneration* of the person engaged'. Proof of deposit of the same with the concerned authority must be furnished.

Section - V

TERMS AND CONDITIONS

For Providing Manpower Services to Principal, S.C.B. Dental College & Hospital, Cuttack **GENERAL**

1. The agreement shall commence date of effectiveness of the contract and will be valid for a period of one year 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 completion of one year unless extended further by the mutual consent of the Manpower Service Provider and Principal, S.C.B. Dental College & Hospital, Cuttack.
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 Principal, S.C.B. Dental College & Hospital, Cuttack.
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 Principal, S.C.B. Dental College & Hospital, Cuttack.
5. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Principal, S.C.B. Dental College & Hospital, Cuttack 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 8.00 AM before the Office of the Principal, S.C.B. Dental College & Hospital, Cuttack and would leave office at 4.00 P.M. and may also be required to work beyond 4.00 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.
8. The entire financial liability in respect of manpower services deployed in Office of the Principal, S.C.B. Dental College & Hospital, Cuttack shall be that of the Manpower Service Provider and the Principal, S.C.B. Dental College & Hospital, Cuttack 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 Principal, S.C.B. Dental College & Hospital, Cuttack.
9. For all intents and purposes, the Manpower Service Provider shall be the “**Employer**” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Principal, S.C.B. Dental College & Hospital, Cuttack.

10. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Principal, S.C.B. Dental College & Hospital, Cuttack 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 Principal, S.C.B. Dental College & Hospital, Cuttack and an authorized representative of the Manpower Service Provider.

11. The Principal, S.C.B. Dental College & Hospital, Cuttack 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 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 and other statutory dues, wherever applicable.

17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

18. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

19. 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.

20. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Office of the Principal, S.C.B. Dental College & Hospital, Cuttack. The Principal, S.C.B. Dental College & Hospital, Cuttack shall have no liability in this regard.

21. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Principal, S.C.B. Dental College & Hospital, Cuttack 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 Principal, S.C.B. Dental College & Hospital, Cuttack.

22. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Principal, S.C.B. Dental College & Hospital, Cuttack any other authority under Law.

23. 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.

24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Principal, S.C.B. Dental College & Hospital, Cuttack is put to any loss/ obligation, monetary or otherwise, the Principal, S.C.B. Dental College & Hospital, Cuttack 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.

25. 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 Principal, S.C.B. Dental College & Hospital, Cuttack 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 the Principal, S.C.B. Dental College & Hospital, Cuttack by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

26. The Technical Bid must be accompanied with an Earnest Money Deposit (EMD), **Rs.3,000/- (Rupees three thousand)** (refundable without interest) in the form of Demand Draft/ Bankers Cheque drawn in favour of **“Principal, S.C.B. Dental College & Hospital, Cuttack”** payable at Bhubaneswar failing which the tender shall be rejected out rightly.

27. The Earnest Money Deposit (EMD) in respect of the agencies which does not qualify for opening of Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful bidder, 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.

28. The successful bidder will have to deposit a Performance Security Deposit of **Rs. 10,000/- (Rupees ten thousand)** only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of **“Principal, S.C.B. Dental College & Hospital, Cuttack”** covering the period of the

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 Authority taking into account the contractual obligation of the manpower service provider.

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

30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Principal, S.C.B. Dental College & Hospital, Cuttack in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively 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 Principal, S.C.B. Dental College & Hospital, Cuttack.

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. 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 shall be under the jurisdiction of the court at Cuttack.

35. The successful bidder will enter into an agreement with Principal, S.C.B. Dental College & Hospital, Cuttack for supply of suitable and qualified manpower as per requirement, terms and conditions.

=0=

Section -VI

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 / 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 agency;
10. Certified documents in support of entries in column 13 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

List of Manpower shortlisted by agency for deployment in Office of the Principal, S.C.B. Dental College & Hospital, Cuttack containing full details i.e. date of birth, marital status, address, educational qualification etc.

1. Bio-data of all persons.
2. Police verification regarding character antecedent

Section -VII

FORM OF AGREEMENT

This Agreement is made on this _____ day of _____ Between the Governor of Odisha represented by the Principal, S.C.B. Dental College & Hospital, Cuttack, 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 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 “**Manpower**” are required in Office of the Principal, S.C.B. Dental College & Hospital, Cuttack;

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 Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “**Authority**” to the “**Manpower Service Provider**”, the “**Manpower Service Provider**” hereby agrees with the “**Authority**” to provide personnel to be engaged in the Office of the Principal, S.C.B. Dental College & Hospital, Cuttack 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 for one year from the date of execution.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer authorised
to sign on behalf of Manpower
Service Provider**

In the presence of witness:-

Witness

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

**Signature of the Authority
An officer acting in the premises for and
on behalf of the Governor of Odisha**

Witness

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

ANNEXURE –A

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from the 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. _____ 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 Principal, S.C.B. Dental College & Hospital, Cuttack.
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 Principal, S.C.B. Dental College & Hospital, Cuttack.
5. The Principal, S.C.B. Dental College & Hospital, Cuttack at present, has tentative requirement of 06 (Six) no. of Sweepers to be deployed by the manpower service provider. The requirement of the authority may further increase or decrease marginally, during the period of initial contract also and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Principal, S.C.B. Dental College & Hospital, Cuttack 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 8.00 AM before the Office of the Principal, S.C.B. Dental College & Hospital, Cuttack and would leave office at 4.00 PM. and may also be required to work beyond 4.00 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. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Principal, S.C.B. Dental College & Hospital, Cuttack so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Office of the Principal, S.C.B. Dental College & Hospital, Cuttack shall be that of the Manpower Service Provider and the Principal, S.C.B. Dental College & Hospital, Cuttack 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 Directorate.
11. 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 Principal, S.C.B. Dental College & Hospital, Cuttack.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Principal, S.C.B. Dental College & Hospital, Cuttack 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 Principal, S.C.B. Dental College & Hospital, Cuttack and an authorized representative of the Manpower Service Provider.
13. The Principal, S.C.B. Dental College & Hospital, Cuttack 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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 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 and other statutory dues, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. 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.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Office of the Principal, S.C.B. Dental College & Hospital, Cuttack. The Principal, S.C.B. Dental College & Hospital, Cuttack shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Principal, S.C.B. Dental College & Hospital, Cuttack 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 Principal, S.C.B. Dental College & Hospital, Cuttack.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Principal, S.C.B. Dental College & Hospital, Cuttack 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 Department or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Principal, S.C.B. Dental College & Hospital, Cuttack is put to any loss/ obligation, monetary or otherwise, the Principal, S.C.B. Dental College & Hospital, Cuttack 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.

27. 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 Principal, S.C.B. Dental College & Hospital, Cuttack 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 Principal, S.C.B. Dental College & Hospital, Cuttack by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
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 bill, in triplicate, along with attendance sheet duly verified by Principal, S.C.B. Dental College & Hospital, Cuttack in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively be released by the second week of the succeeding month.
30. 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 Finance department.
31. 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.
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 shall be under the jurisdiction of the court at **Cuttack**.

=0=