

DIRECTORATE OF FISHERIES: ORISSA: CUTTACK

Notice No. -13259/Fish-Job-ICZMP-5/11,

Dated, Cuttack the 5th Sept, 2011.

Tender Notice for award of contract for providing of services of, Data Entry Operators for a period of one year w.e.f date of entering into Contract with the undersigned.

Sealed tender are invited from reputed manpower agencies / service providers to provide the services Data Entry Operators for a period of one year w.e.f date of entering into Contract with the undersigned through a suitable placement agency on contract basis for day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the tender document which may either be downloaded from the website www.orissafisheries.com. / www.iczmpodisha.org or obtained in person from Sri A.C.NAIK, Addl. Director of Fisheries -cum-Nodal Officer, ICZMP, Directorate of Fisheries, Orissa, Near Dry Dock Jobra, Cuttack, on any working day between 11 A.M. to 4 P.M. The last date and time for submission of Tender document is 30.09.2011 by 1.00 P.M.

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**Addl. Director of Fisheries
Cum-Nodal Officer, ICZMP.**

Memo No- 13260/Date:05.09.2011

Copy to all the members of Purchase committee (Addl. Director of Fisheries/ Fishery Specialist, SPMU, ICZMP, Bhubaneswar / Senoir Research Officer /Accounts Officer/ Asst. Engineer(Mech) / Store Officer/ A. F.O, ICZMP Cell) for information and necessary action.

**Addl. Director of Fisheries
Cum-Nodal Officer, ICZMP**

Memo No- 13261/Date:05.09.2011

Copy to the Notice Board for wide publicity /10 spare copies for Tenderers.

**Addl. Director of Fisheries
Cum-Nodal Officer, ICZMP.**

Memo No- 13262/Date:05.09.2011

Copy along with soft copy of the tender document to the I/C Production Officer, Directorate of Fisheries, Cuttack for publication of Tender Notice in the website of the Directorate.

**Addl. Director of Fisheries
Cum-Nodal Officer, ICZMP.**

Memo No- 13263/Date:05.09.2011

Copy along with soft copy of the tender document submitted to the Project Director, SPMU, ICZMP, Odisha, 108, Suryanagar, Bhubaneswar-751003 for publication of Tender Notice in the ICZMP website.

**Addl. Director of Fisheries
Cum-Nodal Officer, ICZMP**

Government of Orissa

ICZMP CELL, DIRECTORATE OF FISHERIES, ORISSA, CUTTACK

Tender Document

For providing of services Data Entry Operators to the Integrated Coastal Zone Management Project, Odisha for the Directorate of Fisheries by a private Man Power Service Provider

- a) Period of issue of Tender Document : 05.09.2011 to 19.09.2011

- b) Date and time for submission of Tender document : 30.09.2011 by 1.00 P. M.

- c) Date and time for opening of
 - i) Technical Bids :30.09.2011 at 2.00 P. M
 - ii) Financial Bids of eligible Bidders :30.09.2011 at 4.00 P. M

- d) Likely date of commencement of deployment of required manpower : 01.10.2011

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The ICZMP Cell, Directorate of Fisheries requires the services of reputed, well established and financially sound Manpower Services providers to provide services of Data Entry Operators on contract basis for day to day official work in its headquarter and two district offices i.e. Office of the Assistant Director of Fisheries (Marine), Kujang and Assistant Director of Fisheries(B&T), Balugaon.
2. The contract for providing the aforesaid manpower is likely to commence from **01.10.2011** and would continue till **30.09.2012**. The period of the contract may be further extended beyond **30.09.2012** provided the requirement of the Department for manpower persists at that time may be curtailed / terminated before **30.09.2012** owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected service Provider.
3. This Department has tentative requirement for 3 no.s of Data Entry Operators. The requirements may increase / decrease in any / all the categories.
4. The estimated cost of the contract is Rs.2,88,000.00
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **R.1500.00**(Rupees One Thousand five hundred only) and other requisite documents by **30.09.2011** upto **1.00 PM** at ICZMP Cell, Directorate of Fisheries, Orissa, Near Dry Dock Jobra, Cuttack The various crucial dates relating to " Tender for providing Manpower Services to the Directorate of Fisheries, Orissa, Near Dry Dock Jobra, Cuttack are cited as under:

- | | |
|---|-----------------------------------|
| A) Period of issue of Tender Document | : 05.09.2011 to 19.09.2011 |
| B) Date and time for submission of Tender document | : 30.09.2011 by 1.00 P. M. |
| C) Date and time for opening of | |
| i) Technical Bids | : 30.09.2011 at 2.00 P. M |
| ii) Financial Bids of eligible Bidders | : 30.09.2011 at 4.00 P. M |
| D) Likely date of commencement of deployment of required manpower | : 01.10.2011 |

- E) 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 Integrated Coastal Zone Management project, Directorate of Fisheries” and “Financial Bid for Providing Manpower Services Integrated Coastal Zone Management project, Directorate of Fisheries.” Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for Providing Manpower Services to Integrated Coastal Zone Management project, Directorate of Fisheries.”
- F) The Earnest Money Deposit (EMD) of R.1500.00 (Rupees One thousand five hundred only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of *Addl. Director of Fisheries - cum- Nodal Officer, ICZMP, Directorate of Fisheries, Orissa, Near Dry Dock Jobra, Cuttack* falling which the tender shall be rejected summarily.
- G) The successful tender will have to deposit a performance security deposit of R.24,000.00 (Rupees Twenty four thousand only) in the form of Bank Gurantee from any Nationalized Bank drawn in favour of *Addl. Director of Fisheries - cum- Nodal Officer, ICZMP, Directorate of Fisheries, Orissa, Near Dry Dock Jobra, 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.
- H) The tendering Manpower service providers are required to enclose the photocopies of the following documents(duly attested by Group-‘A’ Gazetted Officers of the state Government/ 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 IT return filed for the last three financial years;
 - d) Copies of EPF and ESI certificates;
 - e) Copy of Service Tax registration certificate;
 - f) Certified extracts of the Bank Account containing transactions during last three years.
- I) The conditional Bids shall be not be considered and will be out rightly rejected in very first instance.
- J) In all entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly be signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the technical Bid application must be initialed by the person authorized to sign the tender bids.
- K) The technical Bids shall be opened on the scheduled date and time at **2.00P.M. on 30.09.2011**, in the Office room of *Addl. Director of Fisheries -cum- Nodal Officer, ICZMP, Directorate of Fisheries, Orissa, Near Dry Dock Jobra, Cuttack*, in the presence of the representatives of the Manpower service providers, if any, who wish to present on the spot at that time.
- L) The financial Bid of only those tenderers will be opened whose technical Bids are found in order. The financial Bids shall be opened at **4.00 P.M. on 30.09.2011** , in the **Office Chamber of Addl. Director of Fisheries -cum- Nodal Officer, ICZMP, Directorate of Fisheries, Orissa, Near Dry Dock Jobra, Cuttack**, in the presence of the representatives of the Manpower service providers, if any, who wish to present on the spot at that time.

- M) The competent authority of the Directorate of Fisheries reserves the right to annul all Bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service should fulfill the following technical specifications:
 - a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user department/ office. Besides, the department/head of department/controlling officer are procuring manpower for deployment in their field office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
 - 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 have be registered with Income Tax and service Tax departments;
 - f) They should be registered with appropriate authorities under Employees Provident Fund and Employee State Insurance Acts;
 - g) They should have any regulatory clearance(to be specified by the user Department) that may be required for providing manpower services;
 - h) Minimum turn-over requirement. (to be assessed by the Department/ Office keeping in view the present contract)
 - i) Execution of contracts of similar type (minimum value to be prescribed) preceding 3 years of value equal or more than 60 % of the estimated cost of the present contract.

TECHICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF THE ADDL. DIRECTOR OF FISHERIES -CUM- NODAL OFFICER, ICZMP, DIRECTORATE OF FISHERIES, ORISSA, NEAR DRY DOCK JOBRA, CUTTACK

1. She/ He should be above 21 years of age and not exceeding 40years.
2. A minimum educational qualification for data entry operator will be graduation in any discipline with PG DCA.
3. He should have a speed of 4000 characters per minute in English one should be well conversant with computers and essentially well trained in MS OFFICE, INTERNET and LAN function and Tally software.

APPLICATION- TECHNICAL BID

For providing manpower services to Directorate of Fisheries

for INTEGRATED COASTAL ZONE MANAGEMENT PROJECT

1. Name of the Tendering Manpower Service Provider _____
2. Details of Earnest Money Deposit: D.D. No _____ Date ___/___/____
Of Rs. _____ drawn on Bank _____
3. Name of the 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 Officers/person to liaise with Field Office(s)
7. Banker of the Manpower Service Provider: _____
(attach certified copy of statement of A/C for last three years)
Telephone No. 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. Lacs)	Remarks if any
2008-09		
2009-10		
2010-11		

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 for the last 3 years in the following format

Sl. No.	Name of the Client, address, Telephone & Fax No.	Manpower Service Provided Type of manpower Provided	Amount of Contract (Rs. Lacs)	Duration of Contract	
				No.	From To

remuneration	statutory dues if any	Charge	Tax	per person
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* Minimum take home remuneration per person should be Rs.5200.00.

Signature of Authorized Person

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 work days for which duties has been performed by each manpower.

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence from **01/10/2011** and shall continue till **30/09/2012** 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 **30/09/2012** unless extended further by the mutual consent of the Manpower Service Provider and Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modification, for specific period mutually agreed upon by the Manpower Service Provider and Authority.

4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Department, at present has tentative requirement of 3 no.s of skilled 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. 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 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 10.00A.M. to the Nodal Officer, ICZMP, Directorate of Fisheries or such other officer as may have been kept in charge of the Office establishment of the Office concerned and would leave Office at 5.00 P.M. and may also required to work beyond 5.00 P.M. for which he would not be paid extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leave 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 8 P.M., he/she shall be paid extra remuneration-cum-refreshment compensation of Rs.50.00per 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 optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower service 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 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 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 grievance of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievances before a Joint Committee consisting of a representative of the Department or Office concerned and Authorized 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 functions/duties, or for payment towards 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 the regular/confirmed employees during the currency or after expire of the Agreement.

17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by 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 persons deployed shall not claim any benefit or compensation or absorption or regularization of the deployment with the office under the provision of the rules and Acts. An 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 copies of such registration should be submitted. The Manpower Service Provider shall comply with all 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 should have good police records and no criminal cases 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 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 suppose 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 be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed by it in the Department or Office concerned. The Department or Office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department OR OFFICE CONCERNED.
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(TDS) 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 fails to comply with any liability under appropriate law, and as 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 or 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 deployed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration of employed persons by the Manpower Service Provider and outstanding dues of the Manpower 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) of **R.1500.00 (Rupees One thousand five hundred only)**, refundable (without interest) in the form of Demand Draft/ Pay Order drawn in favour of **Addl. Director of Fisheries -cum- Nodal Officer, ICZMP, Directorate of Fisheries**, Orissa, Near Dry Dock Jobra, Cuttack falling 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 returned to them without any interest. **In case of Successful Tenderer if the agency fails to deploy the required Manpower against the initial requirement within 30days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tenderer will have to deposit a Performance security Deposit of R.24,000.00(one month employee cost including statutory dues) only in the form of Bank Guarantee from Nationalized Bank drawn in favour of the **Addl. Director of Fisheries -cum- Nodal Officer, ICZMP, Directorate of Fisheries**, Orissa, Near Dry Dock Jobra, 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. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with the 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.
34. The Claims in bills regarding Employees State Insurance, Provident Fund and Service Tax, etc should necessarily accompany 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.
35. The amount penalty calculated @ Rs.100.00 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.
36. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.
37. 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.
38. All disputes shall be under the jurisdiction of the court at Cuttack.
39. The successful bidder will enter into an agreement with the Department for supply of suitable and qualified manpower as per the requirement of this Department on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE THECNICAL 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 8-11 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 Directorate of Fisheries, containing full details i.e. date of birth, marital status, address, educational qualification etc;
2. Bio data of all persons;
3. Any other document considered relevant.

AGREEMENT

This agreement is made on thisday of, 2011 between the Governor of Orissa represented by Directorate of Fisheries, herein 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/Smt. _____, herein 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 tht the services of “_____” are required in _____ Department/ 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 tread and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “Data Entry Opertaor” in the ICZMP Cell of Directorate of Fisheries, Orissa, Cuttack, Office of the Assistant Director of Fisheries (Marine), Kujang and Assistant Director of Fisheries(B&T), Balugaon in conformity with the provisions of the Terms and Conditions.
3. The “Authority” hereby further agrees to pay the “Manpower Service Provider”the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto_____.

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

**Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An Officer acting in the premises
for and on behalf of the
Governor of Orissa**

In the presence of witness:-

Witness

Witness

- 1.
2. Name.....
.....
Address.....
....
3. Name.....
.....
Address.....
....

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

Annexure

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence from ___/___/2011 and shall continue till ___/___/2012 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 ___/___/2012 unless extended further by the mutual consent of the Manpower Service Provider and Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modification, for specific period mutually agreed upon by the Manpower Service Provider and Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Department, at present has tentative requirement of 3 no.s of skilled 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. 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 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 10.00A.M. to the Nodal Officer, ICZMP, Directorate of Fisheries or such other officer as may have been kept in charge of the Office establishment of the Office concerned and would leave Office at 5.00 P.M. and may also required to work beyond 5.00 P.M. for which he would not be paid extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leave 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 8 P.M., he/she shall be paid extra remuneration-cum-refreshment compensation of Rs.50.00per 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 optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower service 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 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 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 grievance of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievances before a Joint Committee consisting of a representative of the Department or Office concerned and Authorized 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 functions/duties, or for payment towards 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 the regular/confirmed employees during the currency or after expire of the Agreement.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by 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 persons deployed shall not claim any benefit or compensation or absorption or regularization of the deployment with the office under the provision of the rules and Acts. An 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 copies of such registration should be submitted. The Manpower Service Provider shall comply with all 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 should have good police records and no criminal cases 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 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 suppose 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 be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed by it in the Department or Office concerned. The Department or Office concerned shall have no liability in this regard.

25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department OR OFFICE CONCERNED.
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(TDS) 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 fails to comply with any liability under appropriate law, and as 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 or 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 deployed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration of employed persons by the Manpower Service Provider and outstanding dues of the Manpower 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 Deposite(EMD), refundable without interest, of(Rupees 0.5% of the contract value) in the form of Demand Draft/ Pay Order drawn in favour of **Addl. Director of Fisheries - cum- Nodal Officer, ICZMP, Directorate of Fisheries**, Orissa, Near Dry Dock Jobra, Cuttack falling 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 returned to them without any interest. **In case of Successful Tenderer if the agency fails to deploy the required Manpower against the initial requirement within 30days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tenderer will have to deposit a Performance security Deposit of R.24,000.00(one month employee cost including statutory dues) only in the form of Bank Guarantee from Nationalized Bank drawn in favour of the **Addl. Director of Fisheries -cum- Nodal Officer, ICZMP, Directorate of Fisheries**, Orissa, Near Dry Dock Jobra, 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. 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.
33. 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.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with the 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.

35. The Claims in bills regarding Employees State Insurance, Provident Fund and Service Tax, etc should necessarily accompany 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.
36. The amount penalty calculated @ Rs.100.00 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.
37. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negation. 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.
39. All disputes shall be under the jurisdiction of the court at Cuttack.
40. The successful bidder will enter into an agreement with the Department for supply of suitable and qualified manpower as per the requirement of this Department on the above terms and conditions.