

BRAHMAPUR DEVELOPMENT AUTHORITY



TENDER DOCUMENT

2019

For providing Manpower Services to the
Brahmapur Development Authority
By a
Private Manpower Service Provider

BRAHMAPUR DEVELOPMENT AUTHORITY

No.

Date:

Tender Call Notice

Tender Notice for award of contract for providing services of the following manpower for a period of two years w.e.f. the date of Agreement.

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of the following manpower for a period of two years w.e.f. the date of Agreement through a suitable placement agency on contract basis.

Sl.No.	Type of Manpower	No. of Manpower
1	J.E (Civil Engineer)	Subject to requirement from time to time
2	Draftsman	
3	Tracer	
4	Amin	
5	Ministerial Staff	
6	DEO	
7	Security Guard	

The detailed Tender Document which may either be downloaded from the website www.bdabrahmapur.in or obtained in person from the Office of the Secretary, Brahmapur Development Authority, Berhampur 760004 on any working day between 11 A.M. to 4 P.M. from 5.9.2019 to 26.9.2019. The Tender Documents will be received through Regd. Post/Speed Post only. The last date for receipt of Tender documents is 26.9.2019 upto 5 P.M. All other details can be seen from the Bidding Document.

Sd/-

Secretary

Brahmapur Development Authority

BRAHMAPUR DEVELOPMENT AUTHORITY

No.

Date :-

Tender Call Notice

Tender Notice for award of contract for providing services of the following manpower for a period of one year w.e.f. the date of Agreement.

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of the following manpower for a period of two years w.e.f. the date of Agreement through a suitable placement agency on contract basis.

Sl.No.	Type of Manpower	No. of Manpower
1	J.E (Civil Engineer)	Subject to requirement from time to time
2	Draftsman	
3	Tracer	
4	Amin	
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The detailed Tender Document which may either be downloaded from the website www.bdabrahmapur.in or obtained in person from the Office of the Secretary, Brahmapur Development Authority, Berhampur 760004 on any working day between 11 A.M. to 4 P.M. from 5.9.2019 to 26.9.2019. The Tender Documents will be received through Regd. Post/Speed Post only. The last date for receipt of Tender documents is 26.9.2019 upto 5 P.M. All other details can be seen from the Bidding Document.

Sd/-
Secretary
Brahmapur Development Authority.

Memo No. _____/ BeDA, Brahmapur,dt.

Copy submitted to the Joint Secretary to Govt., H & U.D. Development, Govt. of Odisha for favour of kind information.

Secretary,
Brahmapur Development Authority.

Memo No. _____/ BeDA, Brahmapur,dt.

Copy submitted to the Collector, Ganjam, Chatrapur for favour of kind information with a request to please display a copy of this Notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.

Secretary,
Brahmapur Development Authority.

Memo No. _____/ BeDA, Brahmapur,dt.

Copy to Office Notice Board/Spare copies to the concerned files for reference and record and information of all concerned.

Secretary,
Brahmapur Development Authority.

BRAHMAPUR DEVELOPMENT AUTHORITY

TENDER DOCUMENT

For providing services of **J.E (Civil Engineer), Draftsman, Tracer, Amin, Ministerial Staff, DEO & Security Guard** to Brahmapur

Development Authority by a Registered Manpower Service Provider.

- (a) Period of issue of Tender Document : From 11.00 Hrs of Dt. 5.9.2019
to 16.00 Hrs of Dt.26.9.2019
- (b) Last Date and time for receipt of Tender Document : 17.00 Hrs of Dt. 26.9.2019
- (c) Date and time for opening of bid :
- (i) Technical Bids : 11.30 Hrs of Dt .27.9.2019
- (ii) Financial Bids of eligible Bidders : To be intimated later
- (d) Likely date for commencement of Deployment of required manpower : To be intimated later.

CONTENTS OF TENDER DOCUMENT

Sl No.	Description of contents	Page No.
1	Scope of work and general instructions for service bidders	
2	Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider	
3	Tender Application-Technical Bid	
4	Tender Application-Financial Bid	
5	Terms and Conditions	
6	Chronological order of arrangement of documents	

SCOPE OF WORK & GENERAL INSTRUCTIONS FOR BIDDERS

1. The Brahmapur Development Authority, Berhampur – 760004 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of the following Manpower on contract basis.
2. The contract for providing the aforesaid manpower is likely to commence from the date of agreement and would continue till complete of two years from the date of agreement. The period of the contract may be extended one year provided the requirement of manpower persists at that time or can be curtailed / terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the offices requirements. The Brahmapur Development Authority, however, reserves right to terminate this initial contract at any time after giving one calendar months notice to the selected Service Provider.
3. The estimated cost of the contract is **Rs.36,00,000/ (Rupees Thirty Six Lakh)** .
4. The interested Manpower Service Providers should submit the tender document complete in all respects along with **Bid Cost(non-refundable) of Rs. 5,000/-**(Rupees Five Thousand only) in shape of DD and **Earnest Money Deposit (EMD) Rs.36,000/-** (Rupees Thirty Six Thousand) in shape of DD and other requisite documents by 26.9.2019 upto 5.00 PM to the Secretary, Brahmapur Development Authority, Berhampur – 760004 **through Regd. Post / Speed Post Only**. The Authority shall not be held responsible for any postal delay.
5. The Authority reserves the right to accept or reject any or all the Tenders / Bids and approves/ accept any tender / bid without assigning any reason thereof.
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 BeDA**” and “**Financial Bid for Providing Manpower Services to BeDA**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to BeDA**”.
7. The Bid cost (non-refundable) of **Rs. 5,000/- (Rupees Five Thousand)** in shape of DD in favour of Secretary, Brahmapur Development Authority payable at Berhampur and Earnest Money Deposit (EMD) of **Rs.36,000/- (Rupees Thirty Six thousand)**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the Secretary, Brahmapur Development Authority **failing which the tender shall be rejected** summarily.

8. The successful tenderer will have to deposit a **Performance Security Deposit** of **Rs.3,00,000/- (Rupees Three Lakh only)** and **Security Deposit** (one month employees cost including statutory dues) of **Rs.3,00,000/-(Rupees Three Lakh Only)** separately in the form of Bank Guarantee from any nationalized or scheduled Bank drawn in favour of **Secretary, Brahmapur Development Authority, Berhampur** covering the period of contract along with required documents as per technical required documents list attached. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

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

9. The Secretary, BeDA reserves the right to reject any proposal which is not substantially responsive.
10. The Bid Security may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) If the bidder conceals or misrepresent or submit any false information/document in the bid;
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 cutting, 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 at 11.30 Hrs. on 27.9.2019 in the office chamber of Secretary, Brahmapur Development Authority, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The Financial bids shall be intimated to the respective bidders .
14. The Bid which looks infeasible, BeDA reserves the right to reject the specified bid.
15. The Competent Authority of the Brahmapur Development Authority reserves the right to accept or reject all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should fulfill the following Technical Specifications:
 - (a) They should attach copy of Local Labour license.
 - (b) They should attach orders copy from any Government office in order to prove that they are working more than one year.
 - (c) They should have ISO 9001:2015 certificate.
 - (d) They should be registered with the appropriate registration Authority;
 - (e) They should have at least two years experience in providing Manpower to Government Departments, Public Sector Undertaking / Banks, etc having provided more than 100 (one hundred) manpower.
 - (f) They should have their own Bank Account; Certified extracts of the Bank Account containing transactions during last two years.
 - (g) They should be registered with Income Tax (IT) and Goods & Service Tax(GST) Departments;
 - (h) They should submit IT return filing proof for the last two years.
 - (i) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (j) The Bidder organization should have minimum turn-over of Rs.50,00,000/-(Rupees Fifty Lakh) per year. The last two years Balance Sheet duly countersigned by the Chartered Account should be attached.
 - (k) Execution of contracts of similar type during preceding 2 years of value equal or more than Rs.Rs.50,00,000/- (Rupees Fifty Lakh) per year.

Note: All the above documents are mandatory, Non-compliance of any of the above instructions may lead to disqualification of bid for participation in the tendering process. Bids submitted in the manner other than as prescribed shall be rejected. The Bids also submitted by fax, by e-mail etc., shall be summarily rejected.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
BRAHMAPUR DEVELOPMENT AUTHORITY, BERHAMPUR**

Sl.No.	Type of Manpower	No. of Manpower
1	J.E (Civil Engineer)	Subject to requirement from time to time
2	Draftsman	
3	Tracer	
4	Amin	
5	Ministerial Staff	
6	DEO	
7	Security Guard	

APPLICATION – TECHNICAL BID

For Providing Manpower Services to Brahmapur Development Authority.

1. Name of Tendering Manpower Service Provider :

2. Details Bid cost and Earnest Money Deposit :

3. Name of Proprietor / Partner/ Director :

4. Full Address of Registered Office :

Office _____

Telephone 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 certified copy of statement of A/C for the last Two years)
8. Pan No. :
(Attached attested copy)
9. GST Registration No. :
(Attach attested copy)
10. E.P.F. Registration No. :
(Attach attested copy)
11. E.S.I. Registration No. :
(Attach attested copy)
12. Financial turnover of the tendering Manpower Service Provider for the last 2
Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		

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 two 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 (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

1. I, _____ Son /
Daughter / Wife of Shri _____
Proprietor / Director / Authorised Signatory of the Service Provider,
mentioned above, am competent to sign this declaration and
execute this tender document :

2. I have carefully read and understood all the terms and conditions
of the 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

Full Name :

Seal :

Date :

Place:

APPLICATION – FINANCIAL BID

For Providing Manpower Service to Brahmapur Development Authority.

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.	Type of Manpower	Quoted amount (including basic pay, EPF,ESI, Service Charge, GST and other statutory charges)
1	J.E (Civil Engineer)	
2	Draftsman	
3	Tracer	
4	Amin	
5	Ministerial Staff	
6	D.E.O	
7	Security Guard	

Date :
Place:

Signature of Authorized Person
Full Name :
Seal :

Notes :

1. In accordance to with Finance department Circular 28090 dtd 22.09.2017 and Modification number 11835 dt 31.03.18.
2. Quoting less than the amount allowed as per minimum wages shall be summarily rejected.
3. The rates quoted by the tendering agency should be exclusive of all statutory/taxation liabilities in force at the time of entering into the Contract, the ESI, EPF (Contribution as per rule) will be paid by the Development Authority.
4. 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 and the statutory dues deposit certificate from the ESI/EPF Authority on deposit of Statutory fees, after that the amount will be released.
5. Different bidders can be chosen for providing manpower service for different category found on quotation.

TERMS & CONDITIONS (GENERAL)

1. The Agreement shall commence from _____ (date) and shall continue till _____ (date) unless it is curtailed or terminated by the Authority owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire after two years from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign. Pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender 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 action termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving one calendar month notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for the work, time specified by Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Brahmapur Development Authority and may also required to work beyond the scheduled time period for which he would not be paid any extra remuneration.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal service of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of Manpower Service deployed in the Brahmapur Development Authority shall be that of the Manpower Service Provider and the Brahmapur Development Authority 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 Brahmapur Development Authority.
10. For all intents and purpose, 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 Brahmapur Development Authority.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Brahmapur

Development Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.

12. The Brahmapur Development Authority shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

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

15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Secretary, 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.*

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 /her own personal reasons. The payment in respect of the overlapping period of the substitute be the responsibility of the Manpower Service Provider.

17. The Manpower Service Provider shall be responsible for contributions towards EPF and Employees State Insurance as per prevalent rules. Such employers contribution towards EPF and ESI for outsources personal will be reimbursed by the 1st party over and above the amount of consolidated remuneration subject to submission of satisfactory proof of such contribution by the service provider (Second Party).

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

19. The Persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Brahmapur Development Authority. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

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

21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to specified remunerations payable to different types of worker in respect of the persons deployed by it in the Brahmapur Development Authority. The Department or office concerned shall have no liability in this regard.

22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Brahmapur Development Authority 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.

23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Authority of the Brahmapur Development Authority or any other Authority under law.

24. 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 Brahmapur Development Authority.

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

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Brahmapur Development Authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Brahmapur Development Authority 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 Brahmapur Development Authority by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.**

FINANCIAL

27. The Technical Bid should be accompanied with Bid Cost (non-refundable) and Earnest Money Deposit (EMD), refundable without interest in the form of Term Deposit/ NSC or Demand Draft drawn in favour of Secretary, Brahmapur Development Authority **failing which the tender shall be rejected out rightly.**

28. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

29. The successful tenderer will have to deposit amount **Rs. (one month employees cost including statutory dues) as Security Deposit** in the form of Bank Guarantee duly pledged to the Secretary, Brahmapur Development Authority, covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to accordingly renewed by the successful tenderer.

30. The successful tenderer will have to deposit a **Performance Security Deposit of Rs.....(Rupees..... only)** in the form of Bank Guarantee from any national/scheduled Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to accordingly renewed by the success tenderers. The amount of performance security deposit is to be determined the Authority taking into account the contractual obligation of the Manpower Service Provider.

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

32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Brahmapur Development Authority in respect of the persons deployed and submitted 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 GST etc. should be necessary 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 Brahmapur Development Authority.

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 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.

36. In the event of any dispute arising in respect of the clauses of the agreement same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher Authority of controlling officer for his decision and the same shall be binding on all parties.

37. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the Authority, who has executed the agreement, is located.

38. The successful bidder will enter into an agreement with Brahmapur Development Authority for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application-Technical Bid.
2. Attested copy of Registration of Agency.
3. Attested copy of Local Labour License.
4. Attested copy of ISO 9001:2015 certificate.
5. Certified copy of the statement of Bank Account of agency for last two Years.
6. Attested copy of PAN Card:
7. Attested Copy of the last 2 years IT Return filed by Agency.
8. Attested Copy of Goods & Service Tax Registration Certificate.
9. Attested Copy of the E.P.F Registration Certificate.
10. Attested Copy of the E.S.I Registration Certificate:
11. Certified Documents in the support of the Financial Turnover of the Agency;
- 12. 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.**

Note : All the above documents are mandatory, Non-compliance of any of the above instructions may lead to disqualification of bid for participation in the tendering process. Bids submitted in the manner other than as prescribed shall be rejected. The Bids also submitted by fax, by e-mail etc., shall be summarily rejected.

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

1. List of Manpower Shortlisted by agency for deployment in Brahmapur Development Authority containing full details i.e. date of Birth, Marital Status, address, Educational Qualification etc.
2. Bio-Data of all persons.
3. Any other document considered relevant.

AGREEMENT

This agreement is made on this _____ day of _____, 20_____
Between the Governor of Orissa represented by Secretary, Brahmapur Development Authority here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes 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. Where as the "Authority" desires that the service of **"J.E (Civil Engineer), Draftsman, Tracer, Amin, Ministerial Staff, DEO & Security"** are required in the office of the Brahmapur Development Authority and where as the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement: And where as the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below: -

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be 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" hereby agrees with the "Authority" to provide personnel to be engaged as "**J.E (Civil Engineer), Draftsman, Tracer, Amin, Ministerial Staff, DEO & Security**" in the (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions .
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid upto_____.

IN WITNESS WHEREOF the parties have caused their respective common seals to be 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**

**Signature of the Authority An
officer acting in the premises for
and on behalf of the Brahmapur
Development Authority**

In the presence of witness: -

Witness

1.Name:.....

Address:

2.Name:.....

Address:

Witness

1.Name:.....

Address:

2.Name:.....

Address:

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ (date) and shall continue till _____(date) unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after Two years from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for the work, time specified by Municipal Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Brahmapur Development Authority and may also required to work beyond the scheduled time period 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, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Brahmapur Development Authority shall be that of the Manpower Service Provider and the Brahmapur Development Authority 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 Brahmapur Development Authority.

10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Brahmapur Development Authority.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Brahmapur Development Authority and an Authorized representative of the Manpower Service Provider.

12. 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 any compensation.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

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

15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Secretary, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Brahmapur Development Authority. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall, during the course of their work be privy, to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Brahmapur Development Authority. The Brahmapur Development Authority shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Brahmapur Development Authority 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 Brahmapur Development Authority.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Authority of the Brahmapur Development Authority or any other Authority under Law.
24. 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 Brahmapur Development Authority.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Brahmapur Development Authority is put to any loss / obligation, monetary or otherwise, the Brahmapur Development Authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non -performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Brahmapur Development Authority 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 Brahmapur Development Authority by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly Verified by the Brahmapur Development Authority in respect o f the persons deployed and submit the same Co 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.

29. The claims in bills regarding Employees State Insurance and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Brahmapur Development Authority.

30. The EPF amount towards both Employee and Employer share of the outsourced employees will be deposited by BeDA after deducting from the remuneration Bill of the Agency.

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 the place where the headquarters of the Authority, who has executed the agreement, is located.

Sd/.....
Secretary
Brahmapur Development Authority