OFFICE OF THE MANAGING DIRECTOR, ORISSA STATE COOPERATIVE SPINNING MILLS FEDERATION LTD.,

HASTATANTA BHAWAN, JANPATH, UNIT-IX, BHUBANESWAR – 751022

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TENDER NOTICE FOR ENGAGEMENT OF WATCH & WARD

For providing services of Watch & Ward to different Cooperative Spinning Mills and Power loom units.

a)	Tender documents	:	1. Can be downloaded from the website (www.textiles.odisha.gov.in , www.sadhac.odisha.org.in or www.boyanika.com)
b)	Date and time of submission of Tender documents	:	By 10th May, 2021, 5 PM
c)	Date and time of opening of (i)Technical Bids (ii)Financial Bids of eligible Bidders	:	3 PM on 11.05.2021 4 PM on 11.05.2021
d)	Date of commencement of deployment of required manpower	:	1st June 2021

CONTENTS OF TENDER DOCUMENT

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Office of the Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd., (SPINFED) Hastatanta Bhawan, Janpath, Unit-IX, Bhubaneswar – 751022, under the administrative control of Handlooms, Textiles and Handicrafts Dept., Govt. of Odisha, requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of security personnel to be deployed in spinning mills and power loom units located at different parts of Odisha.
2. The contract for providing the aforesaid manpower is likely to commence from 01.06.2021 for a period of one year. The period of contract may further be extended beyond 31.05.2022 provided the requirement of the respective units for manpower persists at that time or may be curtailed/ terminated before 31.05.2022 in case of any deficiency in service.
3. The interested Manpower Service providers may submit the tender document complete in all respects along with Document fees of Rs.3000/- (Rupees Three Thousands) only non-refundable in shape of DD in favour of The Orissa State Cooperative Spinning Mills Federation Ltd., payable at Bhubaneswar and other requisite documents by 10.05.2021 up to 5.00 PM at the Office of the Managing Director, The Orissa State Cooperative Spinning Mills Federation Ltd., Hastatanta Bhawan, Janpath, Unit-IX, Bhubaneswar-751022.
4. The interested Service Provider may download the tender paper from the website (www.textiles.odisha.gov.in , www.sadhac.odisha.org.in or www.boyanika.com) various crucial data relating to "Tender for Providing Manpower Services" to the office are cited as under:
5. The tender has been invited under Financial Bid. The interested agencies are advised to submit one separate sealed envelopes super scribing "Financial Bid for Providing Manpower Services to Spinning Mills and Power loom units". The sealed envelopes should be kept in a third sealed envelope super scribing "Tender for providing Manpower Services to Spinning Mills and Power loom units".
6. The Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one lakh) 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 "Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd.", failing which the tender shall be rejected summarily.
7. The successful tenderer will have to deposit a Performance Security Deposit 10% of award value of Tender in the form of Bank Guarantee from any Nationalized Bank drawn in favour of "Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd.", Bhubaneswar 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.
8. The tendering Manpower Services providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the State Government/ Central Government) along with the Technical Bid, failing which the bids shall be summarily/ out rightly rejected and will not be considered any further:

a) Registration Certificate of the applicant Organization.
b) Copy of PAN/GIR card.
c) Copy of the IT return filed for the last three financial years.
d) Copies of EPF and ESI certificates.
e) Copy of the GST registration certificate.
f) Certified extracts of the Bank Account containing transactions during last three years.

9. The conditional bids shall not be considered and will be out rightly rejected very first instance.
10. 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, the Technical Bid application must be initialled by the person authorized to sign the tender bids.
11. The Technical bids shall be opened on the scheduled date and time at **3 PM on 11.05.2021** in the office of "Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd., Hastatanta Bhawn, Janpath, Unit-IX,Bhubaneswar-751022" in the presence of the representatives of the Man Power Service Providers, if any, who wish to be present on the spot at that time.
12. 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 PM on 11.05.2021** in the Office of the "Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd.", in the presence of the representatives of the Man Power service Providers, if any, who wish to be present on the spot at that time.
13. The Competent Authority of the Organization reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENT FOR THE TENDERING MANPOWER SERVICE PROVIDER

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 of user Office. Besides, if the Office 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 Offices.
b) They should be registered with the appropriate registration authority.
c) They should have at least five years experience in providing manpower to the Governmental Department, Public Sector Companies/ Banks etc.
d) They should have their own Bank Account.
e) They should be registered with Income Tax and Service tax Department.
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 Office) 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 during proceeding 3 years of value equal or more than 60% of the estimated cost of the present contract.)

TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF THE MANAGING DIRECTOR, ORISSA STATE COOPERATIVE SPINNING MILLS FEDERATION LTD., BHUBANESWAR.

WATCH & WARD

1. **Job Description:** He will be responsible for the following tasks:
   - Maintain the atmosphere of the office neat and clean.
   - Maintain the office equipments/fixtures in a proper manner.
   - Perform any other official work as assigned from time to time with full integrity.
2. **Qualification:** Literate, able to read and write English and Odia.
3. Skills and attributes: Willingness to work in late hours, obedient, sincere and hard working.
4. **Age:** Should not be less than 18 years and not exceeding 40 years.
5. **Experience:** Experience candidates will be preferred.
6. **Remuneration:** Consolidated remuneration as per latest circular of Labour & Employment Deptt. inclusive of employee share of EPF & ESI for unskilled worker of Labour Commissioner, Odisha.

Annexure-I

APPLICATION TECHNICAL BID

For providing Manpower Assistance to the office of the Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd., Bhubaneswar.

1. Name of Tendering Manpower Service Provider:_____
2. Details of Earnest Money Deposit: DD No._____date_____
   of Rs._____Drawn on Bank_____
3. Name of Proprietor/ Partner/Director_____
   _____
   _____
4. Full address of Registered Office _____
   _____
   _____
   Telephone No._____
   Fax no._____
   Email address._____
5. Full address of operating/
   Branch Office: _____
   _____
   _____
   Telephone No._____
   Fax No._____
   Email Address._____
6. Name & Telephone No. of
   Authorized Officer/ Person
   To liaise with Field Officer _____
7. Banker of the Manpower Services Provider:_____
   (attached certified copy of statement of
   A/c. for the 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.l 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
2019-20		
2018-19		
2017-18		

13. Additional information, if any:
    (Attach separate sheet if space provided is insufficient)
14. Give details of the major similar contracts handled by the tendering manpower Service Provider during the last three years in the following format:
    (if space provided is in sufficient, a separate sheet may be attached.)

Sl. No.	Name of client, address, telephone & Fax No.	Man power services provided		Amount of Contract (Rs. in Lacs)	Duration of Contract	
		Type of Manpower provided	No.		From	To

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

Date: Signature of the authorized person
Place: Name:
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 read and under stood all the terms and conditions of the tender and undertake to abide by them.
3. The information / document 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 prosecutions under appropriate law.

Signature of authorized person

Name:

Seal:

Date :
Place:

Annexure-II

APPLICATION-FINANCIAL BID

For providing Manpower Assistance to the office of the Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd., Bhubaneswar.

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

Sl. No.	Manpower Type	Monthly Rate per person						
		* Take home remuneration	EPF	ESI	Other statutory dues if any	Service charges	Service tax	Total per person
1	Watch & Ward							
2								

* Minimum take home remuneration for Watch & Ward (watchman) should be as per Minimum Wages notification of Labour Commissioner, Odisha inclusive of employee share of EPF & ESI dues .

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 in to the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of No. of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 1st June, 2021 and shall continue till 30.05.2022 unless it is curtailed or terminated by the authority owing to deficiency of Service, sub standard quality, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on 30.05.2022 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 & 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 it's 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 Organization at present has tentative requirement of 65 No. of Watch & Ward personnel on urgent basis in different spinning mills and power loom units.
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 authority reserves the right to terminate the agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
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 person deployed could be available without any disruption.
9. The entire financial liability in respect of manpower services deployed in the unit concerned shall be that of Man Power Service Provider and the unit concerned will in no way shall 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 unit concerned.
10. For all intents and purposes, the Man Power 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 unit concerned.
11. The manpower Service Provider shall be solely responsible for the redressal of grievances or resolutions of disputes relating to persons deployed. The unit shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of deployed person are attended by the Manpower Service Provider, the deployed person can place their grievances before the concerned authorities and the manpower Service Provider.
12. The unit shall not be responsible for any financial loss or 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 person 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 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 to the concerned units.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e Provident Fund Authorities, Employees State Insurance Corporation etc, and copy of the registration should be submitted along with other valid license.
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 responsibility of the manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and employee 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 person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office concerned. 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 minimum wages payable to the watchman /security in respect of the person deployed by it in the unit concerned. The concerned unit shall have no liability in this regard.
22. The manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of respective units.
23. The Tax deduction at source (T.D.S) shall be done as per the provision of Income tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided by the office concerned.
24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and a result thereof, the unit concerned is put to any loss/ obligation, monetary or otherwise, the Spinning Mills and Power loom units concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposits of 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 office concerned will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. if any losses or damage is caused to the concerned unit by person deployed, the same shall be recovered from unpaid bills or adjusted from the performance security deposit.

FINANCIAL

26. The Technical Bid should be accompanied with an earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft/ Pay Order drawn in favour of "Managing Director, Orissa State Cooperative Spinning Mills Federation Ltd.", Bhubaneswar failing which the tender shall be rejected out rightly.
27. The Earnest Money deposit in respect of the agencies which don't qualify the Technical Bid (First Stage)/ Financial Bid (second competitive stage) shall be returned to them without any interest. In case of successful tender if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of execution of the agreement with the respective units, the EMD shall stand forfeited without giving any further notice.
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 the concerned units 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.
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 or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office concerned.
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 bill in the succeeding month.
32. The authority reserves the right to with draw or relaxes any of the terms and conditions 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 committee for 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 head quarters of the authority, who has executed the agreement, is located.
35. The successful bidder will enter in to an agreement with the respective units for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

36. The authority reserves right to prepare a panel of bidders' maximum up to 3 (three) for providing watch & ward staff to cooperative spinning mill and power loom unit at lowest offer received during tender.

37. The spinning and power loom units have right to engage the Security Agency / Service Provider by executing necessary agreement from the panel.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application- Technical Bid
2. Attested copy of registration 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 13 to 16 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 for deployment in the respective Spinning Mills and Power looms, 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_____between the " _____, 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 contest so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "_____" are required in_____ and whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provision 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 annexure containing the Terms & Conditions shall be deemed to form and to be read and constructed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the "Manpower Service Provider" here by agrees with the “Authority” to provide personnel to be engaged as "_____" in the_____(name of the Office) in conformity with the provisions of the Terms and Conditions.
3. That" Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at that time and in the manner prescribed in the said Terms & Conditions.
4. That in the event of any disputes that may arise it shall be settled as per the Terms & conditions of the contract.
5. That this agreement is valid up to

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 unit_____.

In 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 on . . . . . (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions /deletions /modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. 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 l5 days notice to the Manpower Service Provider.
7. 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.
8. The entire financial liability in respect of manpower services deployed in the concerned Spinning Mills and Power loom units shall be that of the Manpower Service Provider and the concerned units 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 concerned Spinning Mills / Power loom units.
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 Department or Office concerned.
10. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The concerned units 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 concerned unit and an Authorized representative of the Manpower Service Provider.

11. 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.
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 Tor 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 deposit the Employees & Employers contribution relating to Provident Fund, Employees State Insurance Corporation etc., and a copy of the receipt 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/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.
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 pan of the persons deployed.
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 off all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Spinning Mills / Power looms. The management of the unit concerned 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 concerned unit 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.
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 Spinning Mills / Power loom units or 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 Spinning Mills / Power looms is put to any loss / obligation, monetary or otherwise. The concerned unit 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 units concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the units concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
26. 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 he forfeited besides annulment of the Agreement.
27. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the concerned units 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 be released by the second week of the succeeding month.
28. 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 Spinning Mills / Power loom authorities.
29. 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.
30. 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.
31. 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.
32. 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.