



ODISHA STATE WAREHOUSING CORPORATION
PLOT NO. 2, CUTTACK ROAD
BHUBANESWAR-751006

No. Admn./Misc./396/2019/598 /OSWC

Dt. 14.02.2019

TENDER CALL NOTICE

Sealed tenders are invited from reputed registered Manpower Service Providers for providing 04 (four) nos. of **Data Entry Operator** on contract basis at Odisha State Warehousing Corporation, Plot No-2, Cuttack Road, Bhubaneswar-751006. The tender documents containing detailed terms and conditions can be obtained from the website of the OSWC www.oswc.in. **The last date and time of submission of tender document is dt. 02.03.2019 upto 5.00 PM.**

The Managing Director reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

Sd/-
Managing Director



BID DOCUMENTS

FOR

SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING DATA ENTRY OPERATOR

Odisha State Warehousing Corporation
Plot No. 02, Cuttack Road, Bhubaneswar-751006
www.oswc.in

CONTENTS OF TENDER DOCUMENT

SI No.	Description of contents	Page Number
1.	Important information to the Bidders	03
2.	Scope of work and general instruction for Bidders.	04
3	Qualification of the persons to be deployed by the successful service provider	07
4	Application-Technical Bid	08
5.	Declaration	10
6.	Application-Financial Bid	11
7.	Terms and Conditions	12
8.	Documents to be submitted by the successful agency before deployment of manpower.	18
09	Sample Agreement	19
10	Terms and Conditions of Agreement	21

TENDER DOCUMENT

IMPORTANT INFORMATION TO THE BIDDER.

- (a) Availability of tender document : OSWC website www.oswc.in
From **18.02.2019 to 01.03.2019.**
- (b) Date and time for submission of the Tender documents by speed post/
Registered post/courier : **Up to 5.00 PM of Dt. 02.03.2019**
- (c) Cost of tender paper : Rs.1000/- + 18% GST
- (d) **Earnest money Deposit** : Rs.10,000/- (Rupees ten thousand) only
(Cost of tender paper and EMD in shape of DD in favour of Odisha State Warehousing Corporation to be annexed with the Technical Bid)
- (e) Date, time and venue of opening of
- (i) Technical Bid : **Dt. 06.03.2019 at 4.00 PM**
- (ii) Financial Bids of eligible Tenders : **To be communicated after technical evaluation**
- (iii) Venue : **Odisha State Warehousing Corporation, Plot No. 2, Cuttack Road, Bhubaneswar-751006**

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The OSWC requires the services of Manpower Service Providers to provide services of **Data Entry Operator** on contract basis for data entry in computer at Odisha State Warehousing Corporation.
2. The initial period of contract is for 01 (one) year and the contract may be further extended considering the requirement. The Managing Director, OSWC reserves the right to terminate this initial contract at any time after giving 15 days notice to the Service Provider.
3. In case of requirement of Data Entry Operator at other warehouses the successful bidder shall provide the Data Entry Operator at the rate, terms & conditions of this tender.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD and other requisite documents on or before **dt.02.03.2019 upto 5.00 PM** addressed to the Managing Director, Odisha State Warehousing Corporation, Plot No.-02, Cuttack Road, Bhubaneswar-751006 by **registered Post / Speed Post / Courier only**. OSWC is not responsible for any postal delay.
5. 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 superscribing **“Technical Bid for Providing Data Entry Operator” to OSWC & “Financial Bid for Providing Data Entry Operator” to OSWC**. Both sealed envelopes should be kept in another sealed envelope super scribing **“Tender for Providing Data Entry Operator” to Odisha State Warehousing Corporation**”. The tender should be addressed to the “Managing Director, Odisha State Warehousing Corporation, Plot No.-02, Cuttack Road, Bhubaneswar-751006”.
6. **Earnest Money Deposit (EMD)** :. The EMD an amunt of **Rs.10,000/-** (Rupees ten thousand) only in shape of Demand Draft/Bankers’ cheque of any nationalized/ scheduled bank drawn in favour of Odisha State Warehousing Corporation should be necessarily accompanied with the Technical Bid of the service provider.

7. The Service providers are required to enclose self attested photo copies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further:**

- (a) Registration certificate of the applicant's organization.
- (b) Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Bhubaneswar.
- (c) Documentary proof of experience for preceding 03 years in providing Man power services to State Government/ Central Government Departments/PSU.
- (d) Copy of PAN
- (e) Copy of GST registration certificate
- (f) Copies of EPF and ESI registration certificates.
- (g) Copy of valid Contract labour License (R & A) Act,1970.
- (h) Copy of the Audited Statement of accounts of last 03 Financial Years.
- (i) Copy of the Licence to engage in the Business of Private Security Agency issued by Home Department, Govt. of Odisha.
- (j) EMD in shape of Demand draft/Bankers cheque.
- (k) Tender Document duly signed and sealed by the aurtherised person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidders who meet the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

8. The successful bidder has to produce income Tax Return for the Financial Year 2015-16, 2016-17 & 2017-18 i.e Assessment Year 2016-17, 2017-18 & 2018-19, up-to-date GST Return Copies of EPF Electronic Challan Return(ECR) and remittance conformation slip, Copy of ESI e-challan before issue of the work order failing which its offer will be cancelled. Offer will be given to the next successful bidder with the above conditions and so on.

9. **The conditional bids shall not be considered and will be out rightly rejected in 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 correction is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, corrections, if any, in the Technical Bid 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 **4.00 P.M. on 06.03.2019** in the conference hall of OSWC, Bhubaneswar in the presence of the representatives of the 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 date, time & place of opening of Financial Bid will be communicated after evaluation of Technical Bid.
13. The Managing Director, OSWC, Bhubaneswar reserves the right to annul all **Or** any of the bids without assigning any reasons thereof.

**QUALIFICATION OF DATA ENTRY OPERATOR TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER AT ODISHA STATE WAREHOUSING CORPORATION**

1. The person should be in between 20-28 years of age as on 31.01.2019.
2. Minimum Educational Qualification for **Data Entry Operator** - Graduation with PGDCA.

TECHNICAL BID

For Providing Data Entry Operator at OSWC

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.: _____
E-Mail Address : _____
5. Full Address of Operating / Branch Office:

Telephone No. : _____ Fax No.: _____
E-Mail Address : _____
6. Name & Telephone No. of Authorized Officer /
Person to liaise with Field Office (s): _____

7. Banker of Manpower Service Provider (Attach certified copy of statement of
A/c for the last Three years):

Telephone Number of Banker:- _____
8. PAN (Attach 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. Valid Contract Labour License (Attach attested copy)
13. Valid Licence issued by Home Department Govt. of Odisha
(Attach attested copy): _____

14. Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years on contract for providing Data Entry Operator.

Financial Year	Amount (in lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

15. Additional information, if any (Attach Separate Sheet if space provided is insufficient):

16. Give details of the major similar contracts handled by the tendering Manpower Service Provider in Govt./Central Govt./PSU during the last three years i.e. 2015-16, 2016-17 & 2017-18 in the following format alongwith the documentary proof.

(if the space provided is insufficient, a Separate Sheet may be attached)

Sl No.	Name of Client address, Telephone & Fax No.	Manpower Service Provided		Amount of contract	Duration of Contract	
		Type of Manpowers provided	No.		From	To

The supporting documents duly authenticated by the competent authority of the client organization shall be attached.

17. Additional information, if any (Attach Separate Sheet, if required):

Date:

Signature of 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 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.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

FINANCIAL BID

For Providing Data Entry Operator at OSWC

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

Sl No.	Manpower Type	Monthly Rate per Employee						
		Remuneration	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge	GST	Total per person
1	Data Entry Operator	Rs.8,880/-						

Date:

Signature of Authorized Person

Place:

Name:

Seal :

Notes:

1. The total rates quoted by the 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 working days for which duty has been performed by each manpower.
3. As OSWC is to deduct TDS (T) @ 2 % of the gross billed amount, the service charges quoted should not be less than 2 % of the gross amount. Bid of the Bidder quoting less than 2 % of the gross amount as service charges will be rejected.
4. EPF,ESI, GST is to be calculated as per existing rules. OSWC is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST rate while determining the lowest – 01 (L1) bidder. In this regard the decision of the Managing Director, OSWC is final and binding to all the bidder.

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence for a period of one year from the date of engagement of Data Entry Operator 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 of OSWC.
2. The Agreement shall automatically expire on completion of one year 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 condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. In case of requirement of Data Entry Operator at other warehouses the successful bidder shall provide the Data Entry Operator at the rate, terms & conditions of this tender.
5. 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.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. 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 person deployed shall be required to perform duty from 10.00 a.m. to 5.00 p.m. & beyond office hours in case of requirement/emergency. In case the person deployed

remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of OSWC, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployed in the OSWC shall be that of the manpower service provider and the OSWC 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 evidences as may be required by the OSWC.
11. The manpower cost shall be paid monthly basis on actual days of working as per the work certificate furnished by the officer Incharge. No overtime charges will be entertained. The monthly acquaintance roll alongwith the bank account transfer copy for payment to the Data Entry Operator & monthly ECR challan copy are to be submitted.
12. For all intents and purposes, the manpower service provider shall be “Employer” within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the OSWC.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The OSWC 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 grievance before a joint committee consisting of a representative of the OSWC and authorized representative of the manpower service provider.
14. The OSWC 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.

15. 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.
16. In case of termination of this Agreement in 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.
17. The person deployed shall not claim any benefit or compensation or regularization of deployment with the OSWC 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.
18. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall submit copy of the valid labour contract licence obtained from the concerned authority.
19. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.
20. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while undertaking the assigned work. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

22. The man power service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to Data Entry Operator deployed in the OSWC. The OSWC shall have no liabilities in this regard.
23. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the OSWC to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the OSWC, Bhubaneswar.
24. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the OSWC, Bhubaneswar or any other authority under law.
25. The tax deduction at source(T.D.S) shall be done as per the provisions of the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the OSWC, Bhubaneswar.

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

26. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the OSWC, Bhubaneswar is put to any loss/obligation, monetary or otherwise, OSWC, Bhubaneswar will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
27. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The OSWC, Bhubaneswar 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 loss or damage is caused to the OSWC, Bhubaneswar concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

FINANCIAL

28. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, drawn in any Nationalized Bank/Scheduled Bank in favour of Odisha State Warehousing Corporation Payable at Bhubaneswar **failing which the tender shall be rejected out rightly.**
29. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first state)/ 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 place in the order, the EMD shall stand forfeited without giving any further notice.**
30. The successful Tenderer will have to deposit 5% of the contract value only in form of Bank draft/Bankers cheque drawn in favour of Odisha State Warehousing Corporation Payable at Bhubaneswar as a Performance Security Deposit.
31. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
32. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel , attendance sheet alongwith the bill (in triplicate). There after it shall be reimbursed by OSWC after verification.
33. The claim in bills regarding employees state insurance, provident fund, GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Managing Director, OSWC, Bhubaneswar.

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 manpower service provider shall be deducted from its monthly bills in the succeeding month.
35. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
36. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher Authority or controlling officer for decision and the same shall be binding on all parties.
37. All disputes shall be under the jurisdiction of the court at Bhubaneswar where the headquarters of Odisha State Warehousing Corporation, Bhubaneswar is located.
38. The successful bidder will enter into an agreement with OSWC, Bhubaneswar for supply of suitable manpower as per requirement of OSWC, Bhubaneswar on the above terms and condition.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF DATA ENTRY OPERATOR.

1. List of Data Entry Operator shortlisted by agency for deployment in OSWC, Bhubaneswar will be submitted containing full details i.e. date of birth, marital status, address, educational qualifications i.e H.S.C, Intermediate, Graduation certificates of recognized Board/Council/ University & PGDCA certificate of recognized institution.
2. Identity proof.
3. Any other document considered relevant.

AGREEMENT

MEMORANDUM OF AGREEMENT made on this day of Two Thousand Nineteen.

BETWEEN

The Odisha State Warehousing Corporation (OSWC), Plot No.-02, Cuttack Road, Bhubaneswar-6 represented through its Managing Director (hereinafter referred to "OSWC") having its Corporate Office at Plot No-02, Cuttack Road, Bhubaneswar-751006 on the one part **(1st Party)**

AND

M/s..... represented through, having its Office at hereinafter referred to as "**Manpower Service Provider**" which term or expression, unless excluded by or repugnant to the contract or meaning thereof, include its successors, executors, administrators, representative and assign on the other Part. **(2nd Party)**

Whereas, the "Authority" desire that the service of 4 nos. of Data Entry Operators are required by OSWC.

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 and 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", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as Data Entry Operator at OSWC in conformity with the provisions of the terms 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 & 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.

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 agency*

*Signature of the authorized officer
acting on behalf of OSWC, Bhubaneswar.*

Witness

Witness

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

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

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

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

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence for a period of one year from the date of engagement of Data Entry Operator 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 of OSWC.
2. The Agreement shall automatically expire on completion of one year 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 condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. In case of requirement of Data Entry Operator at other warehouses the successful bidder shall provide the Data Entry Operators the at the rate, terms & conditions of this tender.
5. 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.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. 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 person deployed shall be required to perform duty from 10.00 am to 5.00 pm and beyond officer hours in case of requirement/ emergency. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of OSWC, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployed in the OSWC shall be that of the manpower service provider and the OSWC 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 evidences as may be required by the OSWC.
11. The manpower cost shall be paid monthly basis on actual days of working as per the work certificate furnished by the concerned Warehouse Incharge. No overtime charges will be entertained. The monthly acquaintance roll alongwith the bank account transfer copy for payment to the Data Entry Operator & monthly ECR challan copy are to be submitted.
12. For all intents and purposes, the manpower service provider shall be “Employer” within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the OSWC.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The OSWC 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 grievance before a joint committee consisting of a representative of the OSWC and authorized representative of the manpower service provider.
14. The OSWC 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.

- 15.** 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.
- 16.** In case of termination of this Agreement in 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.
- 17.** The person deployed shall not claim any benefit or compensation or regularization of deployment with the OSWC 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.
- 18.** The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall submit copy of the valid labour contract licence obtained from the concerned authority.
- 19.** The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.
- 20.** The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
- 21.** The person deployed should be polite, cordial and efficient while undertaking the assigned work. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

- 22.** The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to Data Entry Operators deployed in the OSWC. The OSWC shall have no liabilities in this regard.
- 23.** The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the OSWC to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the OSWC, Bhubaneswar.
- 24.** The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the OSWC, Bhubaneswar or any other authority under law.
- 25.** The tax deduction at source(T.D.S) shall be done as per the provisions of the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the OSWC, Bhubaneswar.
- 26.** In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the OSWC, Bhubaneswar is put to any loss/obligation, monetary or otherwise, OSWC, Bhubaneswar will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
- 27.** The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The OSWC, Bhubaneswar 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 loss or damage is caused to the OSWC, Bhubaneswar concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

- 28.** In case of breach of any terms and conditions attached to the 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 will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel , attendance sheet alongwith the bill (in triplicate). There after it shall be reimbursed by OSWC after verification.
- 30.** The claim in bills regarding employees state insurance, provident fund, GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Managing Director, OSWC, Bhubaneswar.
- 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 manpower service provider shall be deducted from its monthly bills in the succeeding month.
- 32.** The authority reserve the right to withdraw or relax 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 next higher Authority or controlling officer for decision and the same shall be binding on all parties.
- 34.** All disputes shall be under the jurisdiction of the court at Bhubaneswar where the headquarters of Odisha State Warehousing Corporation, Bhubaneswar is located.