



**Southern Electricity Supply Company of Odisha Limited
(SOUTHCO UTILITY)**

**Tender Specification for providing Services of Degree Engineer,
Diploma Engineer, ITI Electrician & Mahindra make Bolero to
SOUTHCO Utility by a Private Manpower Service Provider**

Tender Notice No.: SOUTHCO/Manpower Service/05/2015 – 2016

Date: 05.12.2015

- **DATE OF OPENING OF TENDER: 21.12.2015**
- **TIME: 4.00 P.M**
- **PLACE: Corporate Office, Southco, Courtpeta, Berhampur,
Ganjam-760004**

Tender Document

For providing Services of Degree Engineer, Diploma Engineer, ITI Electrician & Mahindra make Bolero to SOUTHCO Utility by a Private Manpower Service Provider

- (a) Period of issue of Tender Document : **07.12.2015 to 20.12.2015**
- (b) Date and time for submission of Tender Document : Last date **21.12.2015** upto 1 PM
- (c) Date and time for opening of
- (i) Technical Bids : **21st December 2015** at 4 P.M.
- (ii) Financial Bids of eligible Bidders : **24th December 2015** at 11.00 A.M.
- (d) Likely date for commencement of deployment of required manpower : **1st January 2016**

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general Instruction for service bidders	03 pages (P/4 to P/6)
2.	Technical specifications for the service provider and the manpower to be deployed in the SOUTHCO Utility by the service provide	02 pages (P/7 & P/8)
3.	Tender Application - Technical Bid	03 pages (P/9 to P/11)
4.	Tender Application - Financial Bid	01 page (P/12)
5.	Terms and Conditions	11 pages (P/13 to P/23)
6.	Chronological order for arrangement of documents	23 pages P/1 to P/23)

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The SOUTCO Utility, Berhampur requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Degree Engineers, Diploma Engineers, ITI Electrician and Mahindra make Bolero on contract basis for day to day vigilance & enforcement activity / work.
2. The Manpower service provider should be a Private or Public limited company registered under the companies act,1956 and registered with on-line job portals
3. The contract for providing the aforesaid manpower is likely to commence from **1st January 2016** and would continue till **31st December 2016**. The period of the contract may be further extended for a period of six months provided the requirement of the SOUTHCO Utility for manpower persists at that time or may be curtailed / terminated before contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the SOUTHCO Utility requirements. The SOUTHCO Utility however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
4. The tentative requirements of Degree Engineers, Diploma Engineers , ITI Electricians and Mahindra Bolero will be:-

Degree Engineers	Diploma Engineers	ITI Electricians	Mahindra Bolero
51 Nos.	51 Nos.	102 Nos.	51 Nos

5. The interested Manpower Service Providers to submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 2.00 Lakhs and other requisite documents by **21.12.2015** up-to 1.00 P.M. at SOUTHCO Utility, Corporate Office, Courtpeta, Berhampur, Ganjam, PIN-760004.
6. The various crucial dates relating to “Tender for Providing Manpower Services to the SOUTHCO Utility ” are cited as under :
 - (a) Period of issue of Tender Document :
 - (b) Date and time for submission of Tender Document. : **21.12.2015** up-to 1.00 PM
 - (c) Date and time for opening of
 - (i) Technical Bid : **21.12.2015** at 4.00 PM
 - (ii) Financial Bids of eligible Tenders and selection : **24.12.2015** at 11.00 AM
 - (d) Likely date for commencement of deployment of required manpower : **1st January 2016**
7. 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 SOUTHCO Utility” and “Financial Bid for Providing Manpower Services to SOUTHCO Utility”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to SOUTHCO Utility”**.

8. The Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees two lacs only), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of SOUTHCO Ltd. , payable at Berhampur **failing which the tender shall be rejected summarily.**
9. The successful bidder will have to deposit a Performance Security Deposit of Rs.20 lakh (Rupees twenty lakhs only) in shape of Bank Draft in favour of SOUTHCO Ltd. payable at Berhampur and sign contract agreement with SOUTHCO Utility. This security deposit is interest free. After receipt of security deposit the order will be placed and will be considered as valid.
10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments / Central Government), along with the Technical Bid, **failing which their bids shall be summarily / out right rejected and will not be considered any further :**
 - (a) Registration certificate of the applicant organization;
 - (b) Company Profile with copy of MOA & AOA
 - (c) Copy of PAN/GIR card;
 - (d) Copy of the IT return, Audited Balance Sheet and Profit & Loss account for the last three financial years;
 - (e) Copies of EPF and ESI certificates with latest challan copy.
 - (f) Copy of the Service Tax registration certificate with latest challan copy;
 - (g) Certified extracts of the Bank Account containing transactions during last three years.

NB: The bidder should present the original documents for verification as & when required by SOUTHCO.

11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. All entries in 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.
13. The Technical bids shall be opened on the scheduled date and time on **21.12.2015** at 4.00 P.M. in the office room of GM (MMMV), SOUTHCO Utility, Corporate Office, Courtpeta, Berhampur in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 11.00 A.M. on **24.12.2015** in the office room of GM, MMMV, SOUTHCO Utility, Corporate Office, Courtpeta, Berhampur in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Authorized Officer, SOUTHCO Utility reserves the right to accept / reject any or all bids without assigning any reason.
16. The SOUTHCO reserves the right to allocate the total requirement of SOUTHCO Utility - Circle-wise / Division-wise among qualified bidders.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications :
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Head Office of SOUTHCO Utility, if the SOUTHCO Utility procure 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 Corporate office of SOUTHCO Utility as well as field Offices.
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least **two years** experience in providing manpower to Government Departments, Public Sector Companies/Banks, Large Private Sector Companies etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have registered with the appropriate Authority of Government of Odisha for providing manpower services.
 - (h) The minimum turn-over of service providing agency shall be Rs.2 Crores or above per annum.
 - (i) The bidder should have minimum 100 nos. of employees on its payroll.

TECHNICAL REQUIREMENTS FOR MANPOWER & OTHER SERVICES TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE SOUTHCO Utility, Courtpeta, Berhampur, Ganjam, PIN-760004

1. He should be above 21 years of age and not exceeding 32 years.
2. Should have knowledge of Odia language and passed 10th Standard with Odia as a subject
3. The Minimum Educational Qualification for Degree Engineer will be Degree in Electrical Engineering only.
4. The Minimum Educational Qualification for Diploma Engineer will be Diploma in Electrical Engineering only.
5. The minimum qualification for Technician should be H.S.C. or equivalent and above with I.T.I certificate in Electrician Trade on I.T.I having ELBO approved W.P (HT)
6. Experienced personnel will be given preference for above categories of manpower.
7. The candidate should be physically fit and willing to work at any location as per the decision of the management
8. The candidates should not have any criminal record / background / pending case in any Police station / court of law
9. The candidate should have good inter personal communication skill
10. The Graduate Engineer will lead the team, hence should possess good managerial skill
11. The Engineers should properly deal with the electrical consumers and should have sound knowledge of prevailing Electricity Acts & Rules
12. The vehicle will be essentially be a Mahindra make Bolero with GPS device installed to monitor the movement of the vehicle. The vehicle which shall be provided must have Commercial Permit.
13. The manpower & vehicle so provided will be utilized at each Distribution Sub-Division with a group consisting of the following for vigilance activities to curb energy theft and related activities.
 - a. One Graduate Engineer
 - b. One Diploma Engineer
 - c. Two ITI Electricians
 - d. One Mahindra make Bolero with installed GPS device to be used by the group.

APPLICATION – TECHNICAL BID

For Providing Manpower Services to SOUTHCO Utility

1. Name of the Tendering Manpower Service Provider:-----

2. Details of Earnest Money Deposit: DD No.----- date -----
of Rs. -----drawn on Bank-----

3. Name of Promoter / Director /
Manager : -----

4. Full Address of Registered : -----

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. Bank details of the Manpower Service : _____
Provider(Attach certified copy of
Statement of A/c for the last _____
Three years) _____
Telephone Number of Banker _____

8. PAN/GIR No. : -----
(Attach attested Copy)

9. Service Tax Registration No. : -----
(Attach attested Copy)

SOUTHERN ELECTRICITY SUPPLY COMPANY OF ODISHA LTD.

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. (copy of supporting record/ audited accounts to be furnished).

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2013-14		
2014-15		

13. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client, address, telephone & Fax No.	Manpower services provided		Amount of contract (Rs. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	to

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

Date:
Place:

Signature of authorized person
Name :
Seal :

DECLARATION

1. I, _____ Son / Daughter / _____ / Wife of Shri _____ Promoter / Director / Manager / 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:
Place:

Signature of authorized person
Full Name:
Seal:

APPLICATION-FINANCIAL BID

FOR PROVIDING DIFFERENT CATEGORIES OF PERSONNEL & OTHER SERVICES TO SOUTHCO Utility

1. Name of the Tendering manpower service provider : -
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities taxes levies, cess etc.
3. Rate per vehicle per month exclusive of fuel etc. The fuel re-imbusement per liter Kilometer run to be quoted. The vehicle should be manufactured on or after 01-01-2013.

Sl. No.	Manpower type (Qualification)	Monthly rate per person						
		Take home remuneration	E.P.F.	E.S.I.	Other Statutory dues if any	Service charge	Service Tax	Total
1	2	3	4	5	6	7	8	9
1.	Degree Engineer (Electrical)							
2.	Diploma Engineer (Electrical)							
3.	Electrician HSC with ITI in Electrical Trade							
		Rate per Month	Kilometers per liter of fuel					
4.	Mahindra Make Non AC Bolero with GPS device							

Place :

*Signature of tendering
manpower service provider
with seal*

Date :

- Note : (i) The total rate quoted by the Tendering Agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into contract.
- (ii) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from the date of signing of Agreement and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on completion of one year of Agreement unless extended further by the mutual consent of the Manpower Service Provider and the GM,MMMV , the Authority of SOUTHCO Utility.
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 GM,MMMV, the Authority of SOUTHCO Utility.
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 GM,MMMV, Authority of SOUTHCO Utility.
5. The requirement of SOUTHCO Utility will be indicated while issue of offer letter to the successful tenderer. The requirement of the Utility may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be 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 one week's notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM at their place of posting and would leave at 5.00 P.M. and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked to work beyond 8 PM, he / she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day. They should take approval of designated Authority which will be declared at the time of issue of Work Order.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty. They should take approval of designated Authority which will be declared at the time of issue of Work Order.

11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the SOUTHCO Utility so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the SOUTHCO Utility shall be that of the Manpower Service Provider and the Utility 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 SOUTHCO Utility .
13. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the SOUTHCO Utility .
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The SOUTHCO Utility 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 SOUTHCO Utility and an Authorized representative of the Manpower Service provider.
15. The SOUTHCO Utility 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.
16. 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.
17. 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.
18. 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.
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, 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 is any, at his own part and cost.
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the SOUTHCO Utility or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not 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.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages in respect of the persons deployed by it in the SOUTHCO Utility. The SOUTHCO Utility shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the SOUTHCO Utility or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested xerox copies of such documents shall be furnished to the SOUTHCO Utility.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the SOUTHCO Utility or office concerned or any other authority under Law.
27. 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 SOUTHCO Utility or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the SOUTHCO Utility or the office concerned is put to any loss / obligation, monetary or otherwise, the SOUTHCO Utility or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
29. The Agreement is liable to be terminated because of nonperformance, deviation of terms and conditions of contract, nonpayment of remuneration of employed persons and non-payment of statutory dues. The SOUTHCO Utility or Office 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 SOUTHCO Utility or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

30. The Agency, its successor and assignee shall indemnify SOUTHCO, its successor and assignee from all current & future liabilities that may arise out of this contract entered into between SOUTHCO & the agency.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft in favour of SOUTHCO Ltd , payable at Berhampur **failing which the tender shall be rejected out rightly.**
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from data of placing the order the EMD shall stand forfeited without giving any further notice.**
32. In addition to Security Deposit as per clause 9 of SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS (page no. 4), the successful bidder will have to deposit a additional security amount i.e. one month employee cost including statutory dues in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the SOUTHCO Ltd, Berhampur, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet, proof of salary and other statutory payments duly verified by the Utility Office concerned in respect of the persons deployed and submit the same to the concerned Executive Engineer in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
35. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should 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 SOUTHCO Utility or Office concerned.
36. The amount of penalty calculated @ Rs.100/- per day per absentee 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.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the court at Berhampur, the place where the headquarters of the authority, who has executed the agreement, is located.
39. The successful bidder will enter into an agreement with this Utility for supply of suitable and qualified manpower as per requirement of this Utility 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. Company Profile and copy of MOA & AOA
4. Certified copy of the statement of bank account of agency for the last three years;
5. Attested copy of PAN/GIR Card;
6. Attested copy of the latest IT return filed by agency;
7. Attested copy of Service Tax registration certificate;
8. Attested copy of the P.F. registration letter / certificate;
9. Attested copy of the E.S.I. registration letter / certificate;
10. Certified documents in support of the Financial turnover of the agency;
11. Certificate documents in support of entries in column 13 of Technical Bid application;
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.
13. Labour Licence under Contract labour (Regulation & Abolition) Act from Competent Authority.
14. Attested copy of audited Balance sheet and Profit & Loss account of last 3 financial years.
15. Attested copy of employees on its payroll.

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

1. List of Manpower short listed by agency for deployment in SOUTHCO Utility , containing full details i.e. date of birth, marital status, address, educational qualification etc. of the Candidate with photograph.
2. Bio-data of all persons with all documents with regard to qualification, experience etc.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ between the SOUTHCO Utility represented by GM(MMMV), 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 _____, hereinafter called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “_____” are required in SOUTHCO Utility Field Office;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Manpower Service Provider”.

Now this agreement 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”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “_____” (in the SOUTHCO Utility Field 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 one year from the date of Agreement.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here into 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 Provide**

**Signature of the Authority
of SOUTHCO Utility**

In the presence of witness : -

Witness

Witness

1. Name _____
Address _____

1. Name _____
Address _____

2. 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 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 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 one week's notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM at their place of posting and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8 PM he / she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/-(fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by SOUTHCO on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with SOUTHCO so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the SOUTHCO Utility or Office concerned shall be that of the Manpower Service Provider and the SOUTHCO Utility or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the SOUTHCO Utility or Office concerned.

12. 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 SOUTHCO Utility or Office concerned.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The SOUTHCO Utility 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 SOUTHCO Utility. or Office concerned and an Authorized representative of the Manpower Service Provider.

14. The SOUTHCO Utility 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 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.

17. 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 form 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 Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

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/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.

20. The persons 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 handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22. 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.

23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the department or office concerned. The SOUTHCO Utility or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the SOUTHCO Utility or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the SOUTHCO Utility or office concerned.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the SOUTHCO Utility or office concerned or any other authority under Law.

26. 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 SOUTHCO Utility or office concerned.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the SOUTHCO Utility or the office concerned is put to any loss / obligation, monetary or otherwise, the SOUTHCO Utility or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. 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 SOUTHCO Utility or Office 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 SOUTHCO Utility or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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

30. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet, proof of salary and other statutory payments duly verified by the SOUTHCO Utility or Office concerned 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.

31. The claim 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 or the bill amount shall be held up till such proof is furnished, at the discretion of the SOUTHCO Utility or Office concerned.

32. The amount of penalty calculated @ Rs. 100 per day per absentee on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

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

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