



**ODISHA CO-OPERATIVE HOUSING CORPORATION LTD.,  
BHUBANESWAR**

JANPATH, UNIT-III, BHUBANESWAR – 751001  
Phone – 2392387 (O) (FAX),  
e-mail:- ochc\_bbsr@rediffmail.com / ochcbbsr@gmail.com  
www.housingcorporation.in

No.2037

Date.27.10.2020

**CORRIGENDUM TO TENDER CALL NOTICE NO.1981  
DTD.16.10.2020 IN "THE SAMAJA"**

1. The date of receipt of tender paper has been extended upto **5.11.2020 at 5.00 P.M.** and the tenders will be opened **09.11.2020 at 3.00 P.M.**  
Other terms and conditions mentioned in the aforesaid notice remain unchanged.

**Memo No.2038**

Copy to Notice Board of OCHC for public information.

Sd/-  
Managing Director  
Date.27.10.2020

Sd/-  
Managing Director



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www.housingcorporation.in

No.1981

Date.16.10.2020

**TENDER CALL NOTICE FOR EMPANELMENT OF SERVICE PROVIDER**

OCHC invites Sealed Tenders from reputed manpower service providers for empanelment in OCHC for 1 (one) year. The details are available in the website i.e. [www.housingcorporation.in](http://www.housingcorporation.in). The eligible bidders shall be empanelled for a period of one year i.e. from **01.12.2020 to 30.11.2021**. It may be extended to another one year subject to requirement of satisfactory service. The tenders must reach to the undersigned on or before **5.00 P.M. on dtd. 28.10.2020** by Speed Post / Regd. Post / Courier only.

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-  
Managing Director



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**TENDER DOCUMENT**

**FOR EMPANELMENT OF MANPOWER SERVICE PROVIDERS**

a)	Period of issue of Tender Document	:	28.10.2020 to 5.11.2020
b)	Last date and time for submission of Tender documents	;	5.11.2020 by 5.00 P.M.
c)	Cost of Tender Paper	-	Rs.1,000/- with GST @18% by D.D. / Pay order ( non-refundable) In favour of Odisha Cooperative Housing Corporation Ltd. payable at Bhubaneswar.
d)	Date and time for opening of		
	i) Technical Bid On	:	09.11.2020 at 3.00 P.M.
	ii) Financial Bids of eligible Technical Bidders on	:	16.11.2020 at 3.00 P.M.
e)	Likely date for commencement of Deployment of required manpower on	:	15 <sup>th</sup> December 2020

**CONTENTS OF TENDER DOCUMENT**

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Odisha Cooperative Housing Corporation Ltd., Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **(1) Jr. Engineer (Civil) (2) Jr. Engineer (Electrical) (3) Data Entry Operator (4) Accountant (5) Asst. Accountant (6) Legal Assistant (7) Electrician (8) Plumber (9) Amin (10) Security Guard (non-Armed)** on day to day outsourcing basis .
2. The contract for providing the aforesaid manpower is likely to commence from **15.12.2020** and may continue till **14.11.2021**. Then OCHC however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service provider.
3. This OCHC has requirement the Manpower as per provision .
4. The interested Manpower Service Providers may submit the tender document complete in all respects alongwith Earnest Money Deposit (EMD) of **Rs.20,000/- (Rupees twenty thousand)** only and other requisite documents by 05.11.2020 upto 5.00 P.M. at OCHC Ltd., Bhubaneswar.
5. The various crucial dates relating to **“Tender for Providing Manpower Service to the Odisha Cooperative Housing Corporation Ltd., Bhubaneswar”** are cited as under :

a)	Period of issue of Tender Document	28.10.2020 to 05.11.2020
b)	Date and time for submission of Tender document	05.11.2020 by 5.00 P.M.
c)	Date and time for opening of	
	i) Technical Bid on	09.11.2020 at 3.00 P.M.
	ii) Financial Bids of eligible Technical Tenders and selection on	16.11.2020 at 3.00 P.M.
d)	Likely date for commencement of Deployment of required manpower	15 <sup>th</sup> December 2020

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Manpower Services to OCHC” & “Financial Bid for providing Manpower Services to**

**OCHC".** Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to OCHC**".

7. The Earnest Money Deposit (EMD) of **Rs.20,000/- (Rupees twenty thousand)** 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 **Odisha Cooperative Housing Corporation Ltd., Bhubaneswar** failing which the tender shall be rejected summarily.
8. The successful tenderer shall have to deposit a Performance / Security Deposit of **Rs.50,000/- (Rupees fifty thousand) only** in the form of Bank Guarantee from any Nationalized Bank drawn in favour of Odisha Cooperative Housing Corporation 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.

**CHECK LIST**

9. The tendering Manpower Service Providers are required to enclose self attested photocopies of the following documents alongwith the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered** any further:
  - a) **Registration certificate of the applicant organization.**
  - b) **Copy of PAN / GIR Card;**
  - c) **Copy of the I.T. Return filed for the last three financial year**
  - d) **Copies of E.P.F. and E.S.I. Registration Certificate**
  - e) **Copies of latest deposited challan receipt of E.P.F. & ESI.**
  - f) **Copy of the GST Registration Certificate alongwith last two years return copy;**
  - g) **Certified extracts of the Bank Account containing transactions during last three years.**
  - h) **Valid Labour Licence**
  - i) **Proof of office address within the area of Bhubaneswar.**
  - j) **Minimum last three years Bidder's turn over Rs.3.00 (three) Crores for each years.**
10. The conditional bids shall not be considered and will be out rightly rejected at the first instance.



11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender Bids.
12. The Technical Bids shall be opened on the scheduled date and time at 3.00 P.M. on 09.11.2020, in the Office Room of Managing Director, Odisha Cooperative Housing Corporation Ltd., Bhubaneswar in the presence of the representatives of the manpower service providers, if any, who wish to be present on the spot at that time.
13. The Financial Bid of only those tenders will be opened whose Technical Bids are found in order. The Financial Bids shall be opened at 3.00P.M. on 16.11.2020, in the Office Room of Managing Director, Odisha Cooperative Housing Corporation Ltd., Bhubaneswar 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 Competent Authority of the OCHC reserves the right to cancel all bids without assigning any reason, thereof.

**TECHNICAL REQUIREMENTS 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 the OCHC i.e. at Bhubaneswar.
- (b) They should be registered with the appropriate registration authority.
- (c) They should have atleast three years' experience in providing manpower to Government Department /Public Sector Companies / Bank, etc.
- (d) They should have their own Bank Account last three years.
- (e) They should be registered with Income Tax and GST;
- (f) They should be filed the I.T. Return for the last three financial year
- (g) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (h) They should have any other regulatory clearance ( to be specified by the user Corporation) that may be required for providing manpower services.
- (i) Minimum last three years Bidder's turn over Rs.3.00 (three) Crores for each years.



## TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED

By the successful manpower service provider in the OCHC Ltd., Bhubaneswar

1. She / he should be above 18 years of age and not exceeding 40 years.
2. The minimum Educational qualification for Jr. Engineer (Civil) will be Diploma/ Degree in Civil Engineering with minimum 2 years experience with must have computer knowledge.
3. The minimum Educational qualification for Jr. Engineer (Electrical) will be Diploma / Degree in Electrical Engineering with minimum 2 years experience with must have computer knowledge.
4. The minimum Educational qualification for Accountant will be B.Com. with Tally knowledge with minimum 2 years experience.
5. The minimum Educational qualification for Asst. Accountant will be B.Com. with computer knowledge with minimum 2 years experience .
6. The minimum Educational qualification for Legal Assistant will be B.A./M.A., LL.B with computer knowledge with minimum 5 years experience .
7. The minimum Educational qualification for Data Entry Operator will be any Graduate (minimum 40 words P.M.) with minimum 2 years experience having knowledge and well conversant with M.S. Office. Internet, Page Maker, LAN etc.
8. The minimum Educational qualification for Amin will be H.S.C./ +2 with certificate course in Survey with minimum 2 years experience
9. The minimum Educational qualification for Electrician will be ITI Course in Electrician with minimum 2 years experience .
10. The minimum Educational qualification for Plumber will be ITI Course in Fitter with minimum 2 years experience
11. The minimum Educational qualification for Security Guard will be HSC with sound health & below 40 years of age with minimum 2 years experience

**APPLICATION – TECHNICAL BID**

**For providing Manpower Services to OCHC**

1. Name of Tendering Manpower Service Provider:.....  
.....
2. Details of Earnest Money Deposit : DD No..... date..... of  
drawn on Bank .....
- a) Details of Tender paper cost: DD No..... date..... of  
drawn on Bank .....
- b) Name of Proprietor / Partner / Director:.....
- c) Full Address of Registered Office  
Telephone No., FAX No.  
E-Mail Address.
- d) Full address of Operating / Branch office  
Telephone No. FAX No.  
E-Mail Address.
- e) Name & Telephone no. of Authorised  
Officer/ person to liaise with Field office(s)
- f) Banker of the Manpower Service Provider (Attach certified copy of statement of  
A/c for the last three years)  
Telephone Number:  
of Banker
- g) PAN / GIR No. (Attach attested copy): \_\_\_\_\_
- h) GST Registration No.(Attach attested copy)
- i) E.P.F. Registration No.(Attach attested copy) \_\_\_\_\_
- j) E.S.I. Registration No.(Attach attested copy) \_\_\_\_\_
- k) Valid Labour Licence

- l) Latest Deposited chalan copies of E.P.F. & ESI .
- m) GST return copy of last two years
- n) Financial turnover of the tendering Manpower Service Provider for the last 3 Financial years

Financial Year	Amount ( in Lacs)	Remarks, if any

- o) Additional information, if any:  
(Attach separate sheet if space provided is insufficient)
- p) Give details of the major similar 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 Service provided		Amount of contract (in Lacks)	Duration of contract	
		Type of manpower provided	No.		From	To

- q) Additional information, if any (Attach separate sheet, if required)

Signature of authorized person  
Name:  
Seal

Date:  
Place:



**DECLARATION**

1. I, ..... Son / Daughter /  
Wife of Shri ..... Proprietor / Director  
/ 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 alongwith the above application are true  
and authentic to the best of my knowledge and belief. I / We, am / are well  
aware of the fact that furnishing of any false information / fabricated document  
would lead to rejection of my tender at any stage besides liabilities towards  
prosecution under appropriate law.

Signature of authorized Person

Full Name:

Seal

Date:

Place

## APPLICATION – FINANCIAL BID

### For providing Manpower Assistance to OCHC

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

Sl. No.	Manpower Type	Monthly Rate per Person						Total per person/ per month
		Take Home Remuneration	EPF	ESI	Other statutory dues if any	Service charge	GST	
1.	Jr. Engineer (Civil)							
2.	Jr. Engineer (Electrical)							
3.	Accountant							
4.	Asst. Accountant							
5.	Legal Assistant							
6.	Data Entry Operator							
7.	Amin							
8.	Electrician							
9.	Plumber							
10.	Security Guard (Non-Armed)							

- \* For Sl. No.1 & 2 minimum take home remuneration per person as per the Finance Department Notification.
- \* For Sl. No.3 to 10 minimum take home remuneration per person as per the Labour & ESI Department current wages Act.
- \* No bifurcation of Take Home Remuneration is allowed.

Date:

Signature of authorized Person

Place

Full Name:

Seal

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence from ..... and shall continue till ..... 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 expired on ..... unless extended further by express order of the Authority.
3. 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.
4. The Corporation, at present, has tentative requirement of ..... On urgent basis. The requirement of the Corporation 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 .
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 A.M. to the Corporation or such other Officer as may have been kept in charge of the Office Establishment of the Corporation and would leave at 5.30 P.M. and may also be required to work beyond 5.30 P.M. as and when necessary 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 P.M., 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 this Office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Corporation so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of Manpower Service deployed in the Corporation or Office concerned shall be that of the Manpower Service provider and the Corporation 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 Corporation.
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 Corporation 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 Corporation 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 Corporation or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Corporation 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 the deployment with office under the provision of rules and Acts Undertaking from the persons deployed to this effect shall be required to be submitted by the Manpower Service Provider at the timing commencement of such deployment.
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 a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act 1970 if any, at his own part and cost.
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 persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the Corporation. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.



### Legal

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 worker in respect of the persons deployed by it in the Corporation. The Corporation 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 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 Corporation as and when required.
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 Corporation 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 Corporation.
27. In case, Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Corporation is put to any loss / obligation monetary or otherwise, the Corporation 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 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 Corporation 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 Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.

**Financial**

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **20,000/-(twenty thousand)** in the form of Demand draft / Pay Order drawn in favour Odisha Cooperative Housing Corporation Ltd., Bhubaneswar failing which the tender shall be rejected out rightly.
30. 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 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
31. The successful tenderer will have to deposit a Performance / security amount of **Rs.50,000/- (Rupees fifty thousand)** only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Odisha Cooperative Housing Corporation Ltd., Bhubaneswar 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.
32. In case of breach of any terms and conditions attached to this agreement the performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
33. The Manpower Service Provider shall raise the, the triplicate, alongwith attendance sheet duly verified by the Corporation or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

34. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Corporation or office concerned.
35. 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.
36. 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.
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 for controlling officer for his decision and the same shall be binding on all parties.
38. All dispute shall be under the jurisdiction of the court at 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 Corporation for supply of suitable and qualified manpower as per requirement of this Corporation 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. 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 last three years IT return filed by agency.
6. Attested copy of GST registration certificate along with last two years return.
7. Copies of E.P.F. and E.S.I. Registration Certificate
8. Copies of latest deposited challan receipt of E.P.F. & ESI.
9. Certified documents in support of the Financial turnover last three years of the agency.
10. Copy of the terms and conditions at pages 28(twenty eight) in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
11. Authorization Certificate of Agency.



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

...

1. List of Manpower short listed by agency for deployment in Odisha Cooperative Housing Corporation Ltd., Bhubaneswar, containing full details i.e. date of birth, marital status, address, educational certificate etc.
2. Bio-data of all persons with Passport size Photograph.
3. Any other document considered relevant.

**AGREEMENT**

This Agreement is made on this ..... day of .....

**BETWEEN**

The Odisha Cooperative Housing Corporation Ltd. hereinafter 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 Shri ..... 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 service of "....."  
....." are required in the Office of Odisha Cooperative  
Housing Corporation Ltd., Bhubaneswar

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" the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "....." in the office of the Odisha Cooperative Housing Corporation Ltd., Bhubaneswar 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 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 up to .....

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here up to 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 an acting in the premises  
For and on behalf the  
Odisha Cooperative Housing  
Corporation Ltd., Bhubaneswar

In the presence of witness:-

**Witness**  
1 Name .....  
Address.....

**Witness**  
1 Name.....  
Address.....

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

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



## TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from ..... and shall continue till ..... 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 ..... 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 / 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 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 A.M. to the Managing Director or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. and may also be required to work beyond 5.30 P.M. as and when necessary 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 8.00 P.M., 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 this Office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Corporation so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower service deployed in the Corporation / office concerned shall be that of the Manpower Service Provider and the Odisha Cooperative Housing Corporation 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 OCHC 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 OCHC.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OCHC authority 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 OCHC and an Authorized representative of the Manpower Service Provider.
14. The OCHC 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 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 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 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 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 OCHC. 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 persons 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 worker in respect of the persons deployed by it in the OCHC. The OCHC 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 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 OCHC.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of OCHC 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 OCHC.
27. In case, Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the OCHC is put to any loss / obligation, monetary or otherwise, OCHC 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 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 OCHC 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 OCHC 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 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 duly verified by the OCHC 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.
31. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the OCHC.
32. 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.
33. 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.
34. 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 for controlling officer for his decision and the same shall be binding on all parties.
35. 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.