

TENDER DOCUMENT

**TENDER FOR SELECTION OF AGENCY
FOR PROVIDING OFFICE SUPPORT PERSONNEL TO STATE AGENCY FOR PUBLIC
SERVICES
(SAPS), BHOPAL, MADHYA PRADESH**

TENDER NO: SAPS/ADMIN/2018/01



State Agency for Public Services (MP-SAPS)

(A Registered Agency under the Department of Public Service Management Department, Government of Madhya Pradesh)

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Disclaimer

This Tender Document is not an agreement and is not an offer or invitation by State Agency for Public Services (SAPS), Bhopal, Madhya Pradesh to any party other than the one that qualifies to submit the Bid. The purpose of this Tender Document is to provide information to the potential bidders to assist them in responding to this RFP Tender. Though this Tender Document prepared with sufficient care to provide all required information to the potential bidders, they may need more information than what has been provided. In such cases, the potential bidder is solely responsible to seek the information required from SAPS. SAPS reserve the right to provide such additional information at its sole discretion.

SAPS makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the Tender document. SAPS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document any point of time.

Notice Inviting Tender (NIT)

Madhya Pradesh State Agency for Services, (MP-SAPS)

(A Registered Agency under the Department of Public Service Management Department, Government of Madhya Pradesh)

TENDER FOR SELECTION OF AGENCY FOR PROVIDING MANPOWER

Tenders are invited from reputed Agencies based in India for providing “Office Support Personnel” at MP-SAPS, Department of Public Service Management (Government of Madhya Pradesh). This RFQ (Request for quotation) document can be downloaded from the Madhya Pradesh e-Procurement Portal www.mpeproc.gov.in commencing 04/07/2018 10:30 AM IST.

The bids are to be submitted online through the e-Procurement Portal only. A copy of the RFQ would also be available at SAPS Website (www.mpedistrict.gov.in). Cost of RFQ document is Rs. 1,000/- INR (Rupees One thousand only). No physical submission of bids will be accepted and such bids will be summarily rejected.

The last date and time for Submission of RFQ Responses is 24/ 07/2018, 2:30 PM IST.

For Eligibility criteria, timelines and other relevant details, please refer the RFQ document.

Schedule of Tender

Sr.	Particular	Dates
1.	Issuance of RFQ Document	04/07/2018
2.	Last Date and Time for receipt of queries for Pre Bid	13/07/2018 till 6:00 PM
3.	Pre-Bid Conference will be held in SAPS Office	13/07/2018, 3:00 PM
4.	Last Date and Time for Submission of Bids	24/07/2018 till 2:30 PM
5.	Technical Bid Opening	24/07/2018, 3:00 PM
6.	Financial Bid Opening	Will be communicated to the qualified bidders

Introduction

1. About SAPS

State Agency for Public Services (SAPS) is a registered government society under Public Service Management Department, Government of Madhya Pradesh.

The objective of SAPS is to provide public services to citizen of Madhya Pradesh with ease and access to government for various services. SAPS in collaboration with All Line Department of government of Madhya Pradesh works towards increasing efficiency in Government Operations and subsequently improving Public Service Delivery.

2. Background

SAPS is a growing organization and at present many important projects of GoMP – CM Helpline (181), World Bank (MPCARS) & MY Gov MP is running under SAPS. In order to cater to the growing needs of the Department(s), SAPS proposes to selection agency having proven expertise in providing Skilled, Semi-Skilled & Un-Skilled resources.

3. Manpower Requirement

The manpower as shown below is required for SAPS, Bhopal, Madhya Pradesh:-

	Skilled/Semi-	Particulars	Education Qualification	Minimum Rate (Per Month) excluding taxes	Number of Manpower (can be increased or decreased)	
1	High Skilled	Personal Assistant	Graduate, Diploma/Certificate in computer & typing (CPCT/PGDCA qualified) with minimum 2 years of experience in relevant field.	20,000	02	10
		Office Assistant	12 th & CPCT/PGDCA/DCA qualified with minimum two years of experience in relevant field.	14,000	02	
		Computer/Data Entry Operator	12 th & CPCT/PGDCA/DCA qualified with minimum two years of experience in relevant field.	14,000	08	
		Technical Assistant	Graduate (BCA/B.Tech) & certificate in HW/SW management with minimum two years of experience in relevant field.	14,000	01	

2	Semi- Skilled	Security Guard		As per Labour Law & Collect orate Rate	03	03
3	Un-skilled	Housekeeping Staff			02	08
		Office Boy/Peon			06	
					Total	21

(The requirement shown here are indicative only, they can be increased or decreased as per the needs of SAPS, and the same will be communicated to the manpower providing agency with qualification matrix)

Note

- i) The candidates for Skilled Manpower category will be selected after personal interview which will be conducted by SAPS.
- ii) The manpower providing agency will be informed about the Candidates approved by the office.

4. QUALIFYING CRITERIA FOR THE TENDERING COMPANY / FIRM/ AGENCY:

The following are the Qualifying criteria for the participating agency

No	Criteria	Supporting Document	Compliance (Yes/No)
1.	The bidder should be a Company registered in India under the Companies Act 1956/ 2013 or a partnership registered under the Indian Partnership Act 1932, with their registered office in India, for the last five years as on 31st March 2018.	Copies of relevant documents must be submitted	
2.	The bidder should have Articles of Association (in case of registered firms), Bye laws and certificates for registration issued by the Registrar of Companies, Partnership deed (in case of partnership firm)	Copies of relevant documents must be submitted	
3.	The Bidder should have a Positive Net Worth for at least last three Financial Years (i.e., 2017-18, 2016-17,2015-16).	Relevant CA certificate shall be submitted by the bidder for the stated financial years.	
4.	The bidder should have an average annual financial turnover of at least three of the last four Financial Years i.e., 2017-18, 2016-17,2015-16) of at least INR 1 Crores.	CA certificate confirming the average annual turnover of the bidder during the stated financial years must be submitted.	
5.	Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender.	Relevant documents must be submitted	
6.	Bidder must provide a copy of PAN Card	Copy of PAN Card	

7.	Bidder must provide a copy of Service Tax Registration	Copy of Service Tax Registration	
8.	Bidder shall submit an undertaking of Non-Blacklisting (during the last five years) by any agency / department / etc. under the Central / State / PSUs as on the bid submission date.	Letter/undertaking should be submitted from authorized signatory	
9.	Undertaking on Manpower: The bidder must have (at least) 20 number of resources on company pay-roll for the past one (1) financial year.	The bidder shall submit a list of resources with the minimum required qualification and an undertaking/self-declaration duly signed (with company seal), by the CA / CS / Authorize Signatory of the bidding organization, indicating adherence to the above mentioned resource requirements.	
10.	Bidder should have undertaken one similar engagement in the last three years of value more than Rs. 20 lakhs per year. Work order to be provided	Copy of work order	

All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.

4. Earnest Money Deposit :

The bidder shall submit Earnest Money Deposit (EMD) of INR 1,00,000 (Rs. One Lakh Only), which shall be deposited online during the submission of the tender on e-Procurement portal.

ii. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.

iii. The successful bidder's bid security will be return once the Performance Security after signing the Contract. The EMD may be forfeited in following cases:

a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or

b. In the case of a successful bidder, if it fails within the specified time limit to sign the Agreement

5. QUALIFYING CRITERIA FOR THE TENDERING COMPANY / FIRM/ AGENCY:

Sl. No.	Details	Max. Marks	Marks Obtained
1.	Number of years of experience in the field of Manpower Hiring and Outsourcing Services (1 marks for each year of experience per contract signed)	10	
2.	No. of companies/Institutes/organization where man power deployed in the last three years. 2017-18 2016-17 2015-16 (0.5 mark for each institution where manpower deployed in last 3 years, subject to a maximum of 5 marks)	5	
3.	Turnover in the last Three years 2017-18 2016-17 2015-16 (Less than 50 Lacs 0 marks, 50 Lacs 2 marks, 1 Cr 4 marks, 1.5 Cr 6 marks, 2 Cr 8 marks, 2.5 Cr 10 marks for other turnover proportionate marks will be given for average turnover of last 2 years)	10	
4.	Amount of ESI Contribution amount deposited for the month of March, 2014 (Maximum 5 marks for Rs. 50, 000/- and proportionate for lower amount)	5	
5.	Amount of Service Tax deposited for the month of March, 2018 (Maximum 5 marks for Rs. 1.5 Lacs and proportionate for lower amount)	5	
6.	Service provided to Government Organizations/Public Undertakings (Maximum 5 marks for 150, 3 marks for 100 & 1 marks for 50 no. of average manpower deployed in last 3 years, proportionate marks for lower manpower)	5	
7.	Having office in Bhopal Madhya Pradesh	5	
8.	Service provided to any organization in last three financial years. (1 marks for 50 manpower deployed, Maximum 5 marks for 250 no. of average manpower deployed in last 3 years, proportionate marks for lower manpower)	5	
TOTAL		50	

Note

1. Documentary proof to be attached for all the parameters of evaluation.
2. Experience in the field of providing manpower will be considered on the basis of registration date of the manpower providing agency.
3. Turnover will be considered only on submission of full set of audited Accounts or certificate from CA for each year.

Photocopy of the Certificate from the employer/client is to be submitted as proof for counting number of Institutions where The Bidder as The Manpower providing Agency has deployed its manpower.

4. Photocopy of the challans of PF, ESI, and Service Tax to be submitted for the last 3 years (March 2016, 2017, 2018) as evidence.
5. Photocopy of the work orders and certificate from employers are to be enclosed as proof to count no. of Govt. organizations/Public undertakings.
6. Office address of the Head office and Branches are to be given to count number of branches.

7. Bidding Instructions

The RFQ is available online at www.mpeproc.gov.in and <http://mpedistrict.gov.in/>. The Agencies are required to register on this website at no cost and prior to the submission of proposals. Agency is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above. The list of the authorized Certifying Authorities can be found http://cca.gov.in/cca/?q=licensed_ca.html.

Bidders are requested to visit the following URL for more information and time to time during bid process:

- <https://www.mpeproc.gov.in/>
- <http://mpedistrict.gov.in/>

Important points regarding online submission:

1. Details of project can be found in this RFQ document.
2. The Agency's shall submit their Proposals electronically on the portal: www.mpeproc.gov.in
3. For participation in e-tendering, it is mandatory for prospective bidders to get registered on website www.mpeproc.gov.in. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
4. Tender documents can be downloaded from website www.mpeproc.gov.in. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs 1,000/- (Rs One Thousand) + processing fee as applicable (non-refundable) to be paid online through the e-procurement portal (website www.mpeproc.gov.in), without which bids will not be accepted.
5. Service and gateway charges shall be borne by the bidders.
6. Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
7. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mpeproc.gov.in. Please note that it may take up-to 7 to 10 working days for issue of Digital Signature Certificate. SAPS will not be responsible for delay in issue of Digital Signature Certificate.
8. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
9. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
10. Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
11. SAPS shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.

12. For any type of clarifications bidders/contractors can visit www.mpeproc.gov.in and help desk contact No. 18002748484 and 18002745454.
13. Interested bidders may attend the free training program in Bhopal at their own cost. For further query please contact help desk.
14. An online opening of the Technical Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in. The opening shall take place at: online from SAPS office
15. The online opening procedure shall be as following:
 - The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in
 - The procedure for notifying the Agency on the results of the Financial opening shall be as per the MP eProcurement guidelines
 - Agency can participate in the Financial Proposal opening in person. The address, date and time of opening of Financial Proposal will be send on email.
 - Contract award information will be published www.mpeproc.gov.in; mpedistrict.gov.in

7.1. Submission of Bids

Technical and Financial Bid/Proposal separately with "" should be submitted online through e-procurement portal.

The bids should be submitted as per the schedule given in the section important dates.

The Technical Proposal and Financial Proposals shall be placed in separate parts as follows:

Part 1: Technical Proposal

Part 2: Financial Proposal

7.2. Technical Bid

The Technical Proposal should contain the following information:

- a) Proposal Form as per Annexure 1
- b) Qualification of Bidder as detailed in Annexure 2 (Company Profile along with documentary evidence of services offered and all relevant enclosures.)
- c) Any additional information that the bidder may think fit but not included elsewhere in the proposal, which will help SAPS to assess the capabilities of the Agency.

Note: The Technical Proposal shall not include any financial bid information.

7.3. Financial Bid

- i. After opening the Technical Bid and verifying the eligibility criteria, SAPS shall notify the eligible Bidders indicating the date time and place for financial bid opening. The Financial Bid of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend.

ii. The Financial Bid should be submitted strictly in the format given by SAPS as Annexure 4 of this document and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of SAPS.

iii. If any calculation error is found in the Financial Bid that would be corrected by SAPS and if any difference in the figures or words is found, then the values in words shall prevail.

7.4. Amendments to RFQ

At any time prior to the deadline for submission of Proposal, SAPS may amend the RFQ documents by issuing suitable Corrigendum. Any corrigendum issued in this regard shall be uploaded on SAPS website. To give reasonable time to the vendors, so that they can take corrigendum into account in preparing their Proposals, the Department shall extend (if necessary), the deadline for submission of Proposals.

7.5. Language of Proposal

The Proposal, and all correspondence and documents related to the Proposal exchanged by the bidder and the Department should be in English. Supporting documents and printed literature furnished by the bidder may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation. For the purpose of evaluation and interpretation of the proposal, the English language translation shall prevail.

7.6. Currency of the Proposal and Payment

The currency of the Proposal offers and the payments made (commercial transactions) shall be in Indian Rupees (INR).

7.7. Clarification on Bids

During the evaluation of bids, if required, SAPS may seek clarification(s) of the bid from the bidder via email / post / in person. If required clarification is not received in the specified time limit, SAPS will have rights to reject the bid.

7.8. Bid Opening

i. The technical bid containing “Part 1: Technical Proposal “only will be opened online in the first instance in the presence of representatives of the bidders at SAPS as mentioned in the Section Important Dates.

ii. Financial bids of only those bidders whose bids are found qualified by the Evaluation Committee as per the Qualifying criteria will be opened through e-procurement in the presence of the bidder’s representatives subsequently for further evaluation.

iii. One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

8. BID EVALUATION CRITERIA

1. On opening the Bids shall be examined whether the EMD is in order and the Bidder meets the minimum essential eligibility criteria as specified above.
2. Subsequently, the Bids will be evaluated on the basis of the Technical criteria given above and marks awarded against each parameter.
3. Those bidders whose EMD is provided as per tender document and meet the essential eligibility criteria shall be considered for opening of Financial Bid.
4. The rates to be quoted in financial bid are only for service charges on basic wages. Employees Provident Fund Act, Employees State Insurance Act, Service Tax etc. along with statutory administrative charges etc. shall be paid as per the prevailing rules.
5. The tender will be evaluated on QCBS (Quality cum Cost basis Selection) system.
6. There will be a weightage of 30% on the Technical bid and 70% on the Financial Bid. Technical evaluation will be done only for those bidders who are found eligible under pre-qualification criteria. The marks obtained against the Technical criteria shall be considered as the marks for Technical Bid.

The weightage for Financial Bid will be calculated as follows:

The lowest bidder will be awarded 70 marks. The other bidders will be awarded weightage as per the following formula:

Financial Bid weightage = (Rate quoted by the lowest bidder/Rate quoted by the bidder under consideration) x 70

for example if the lowest bidder has quoted a rate of 4% and bidder X has quoted 5% then the Financial Bid weightage of the bidder X will be $(4/5 \times 70) = 56$

The final score of the bid will be sum of Technical bid weightage and financial bid weightage.

The Bidder getting the highest score will be considered as the successful bidder for award of contract.

Following procedures shall be adopted in case of difference in quoted rates in figures, words and extensions.

- a. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.
- b. Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered, as correct and necessary calculation shall be made.

- c. Where the rates quoted by the Bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be considered as correct and amount shall be corrected accordingly.

The contract shall generally be awarded to the lowest bidder as per the Bid Evaluation Criteria complying with statutory norms. However SAPS does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either in full or in part without assigning any reason.

9. TERM OF CONTRACT:

The contract for providing manpower mentioned in the tender will be given initially **for three years** from the date of signing of contract by this office after selecting the agency. **The period of the contract may be further extended for a year maximum** provided the requirement of the SAPS for the above manpower persists at that time, or, the same may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. The State Agency for Public Services (SAPS) or any personnel authorized by him, reserves the right to terminate the contract at any time after giving 15 days' notice to the selected service providing Company/Firm/Agency.

10. VALIDITY OF TENDER:

a) However, the State Agency for Public Services (SAPS) **reserves the right to cancel, amend or withdraw the tender** at any stage or amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tender, without giving any notice or assigning any reason whatsoever. The decision taken by SAPS in this regard shall be final and binding on all.

(b) **The tender submitted with incorrect daily minimum wage rates for skilled/ semi-skilled/ unskilled categories, notified by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India, New Delhi, as applicable on the date of issue of tender and other statutory payments like rate and basis of EPF, ESI shall be summarily rejected without any notice.**

11. SUBMISSION OF TENDER:

E. General Instructions to Bidders:

- iii) The Manpower providing Agencies are required to quote only service charges on the Basic wages – wages will be paid as per unskilled rates to Office boys, House Keeping Staff, Semi-skilled rates to Security Guards, Skilled rates to Computer Operators, Personal Assistant, as per the Minimum Wages of SAPS from time to time as given in this tender along-with service charge. In addition to the Security and Housekeeping staff, ~~The Manpower providing Agency may be required to~~ provide other office staff like Technical Assistant, Stenographer (Hindi/English) etc. The wages payable to such staff shall be as per mutual agreement between SAPS and The Manpower providing Agency.

- iv) The Manpower providing Agency shall be entitled to the quoted service charges on all such manpower provided.

12. TERMS AND CONDITIONS OF CONTRACT

A. GENERAL TERMS AND CONDITIONS

1. The contract shall commence from the date of receipt of acceptance of the work order by the tendering Company/Firm/Agency which shall be accepted within 10 days from the receipt of the work-order or within 15 days from the date of issue of the said order whichever is earlier and shall continue till **three years from the date of signing of contract** unless it is curtailed or terminated by the Controller General of Patents, Designs and Trade Marks or a person authorized by him owing to deficiency of services, sub-standard quality of Skilled/Semi-skilled/Unskilled manpower deployed, breach of contract, reduction or cessation of the requirements etc.
2. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a maximum of one year.
3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of this Department.
4. The present requirement of Skilled, Semi-skilled and Unskilled manpower has been mentioned in the tender document. The requirement of the Department may increase or decrease during the tenure of the contract. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower may be withdrawn immediately thereafter. The contractor shall provide additional manpower, if required, on the same terms and conditions.
5. All selected manpower (Skilled, Semi Skilled & Unskilled) shall wear Identity card and formal uniform, provided by the Contractor, every day during the working hours. The agency is required to get the police verification done of all the personnel deployed. The dress code will be as blue shirt, black trousers, black leather shoes which are required to be worn by all deployed except the security guards. The dress of security guards will be agreed before deployment. Non-adherence will levy a penalty of Rs.500 per instance per day per such non-compliant deployed resources. The penalty amount will be deducted from the next payment due.
6. The contractor will be bound by the details furnished by him to this Department, while submitting the tender or at any subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.
7. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8. The Competent authority of this Department reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
9. The contracting Company/Firm/Agency shall attach a copy of valid labour license for the number of workers required for the contract from the Regional Labour Commissioner under Contract Labour (Regulation & Abolition) Act, 1970.
10. The contracting Company/Firm/Agency shall sign the Contract agreement as per **Annexure-“E”** after finalization of the tender process on **issue of work order/Letter of Intent**.

B. FINANCIAL TERMS AND CONDITIONS

1. Bank guarantee equivalent to 10% of contract shall be submitted at the time of signing of contract. The bank guarantee shall in the form of Bank guarantee from nationalized bank, the format of which will be given to the successful bidder. EMD of successful bidder shall be converted into Performance Security for the period of contract of three years and additional sixty days from the date of contract agreement. In case, the contract is further extended beyond the period of three years, the deposit will have to be accordingly renewed annually by the successful tenderer and refunded on expiry of the contract. No interest shall be paid on the EMD/Performance Security.
2. If the agency fails to deploy the required number of skilled/Semi-skilled and unskilled manpower against the initial requirement within 10 days from the date of receipt of the order or within 15 days from the date of issue of the order, whichever is earlier, the EMD will stand forfeited without giving any further notice.
3. The EMD in respect of the agencies, which do not qualify in Technical Bid (First Stage)/Financial Bid (Second Stage,) shall be returned to them without any interest.
4. The proceeds of the performance security shall be payable to the office as compensation for any loss resulting from the contractor's failure to complete its obligations under the Contract.
5. In case of breach of any of the terms and conditions attached to this contract, deficiency in service or substandard quality of manpower deployed by the Contractor, the Performance Security Deposit of the agency will be liable to be forfeited by SAPS besides annulment of the contract and the Executive Director, SAPS or a personnel authorized by him reserves the right to terminate the contract at any time during the tenure, after giving a 15-days' notice to the contracting agency in such circumstances
6. The contractor shall pay the minimum rate of wages as applicable on the date of issue of this tender. The O/o SAPS is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o SAPS is a Govt. of Madhya Pradesh Office.

7. The Contractor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by him in this Office.
8. The Contractor shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to the Office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
9. Disbursement of wages with proper payment sheet showing details of the payment to the workers deployed in this department should be ensured by the service providing agency. The payment should be disbursed before a designated officer of this office.
10. The Tax Deduction at Source (TDS) shall be made as per the provisions of the Income Tax Department, as amended from time to time, and a certificate to this effect shall be provided to the agency by this Office, when required.

C. LEGAL TERMS AND CONDITIONS, LIABILITIES OF THE CONTRACTOR AND CONTROL OF THE PERSONS DEPLOYED

1. The contracting agency shall ensure that the individuals deployed against Skilled, Semi-skilled and Unskilled manpower in SAPS, Bhopal conform to the appropriated requirements of age, educational qualification and technical experience. SAPS will provide all the necessary requirements before deployment of man power.
2. The Office of SAPS is a Madhya Pradesh Government Office. The High Skilled, Skilled/semi-skilled and unskilled manpower are required to work as per the office timings. They may also be required to attend the office as and when required on Sunday/ holiday.
3. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual employee deployed by them in this Office before commencement of the work:
 - List of persons deployed:
 - Bio-Data of the persons:
 - Attested copy of 10th Class Certificate containing date of birth:
 - Certification of verification of antecedents of persons by local police authority.
 - Identity Cards bearing photograph
 - Police verification report of the personnel deployed

5. In case, any person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence or involves in any act that is prejudicial to the employees of this office or to the office, such person will be immediately debarred from the site of work by the officer in-charge and contractor will be liable to take appropriate disciplinary action against such persons, with intimation to this office about the action initiated against such person.
6. **The contractor shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct, frequent and / or unwarranted absence etc. upon receiving an intimation or notice from the officer in-charge. If the resources are not replaced within 15 days of such notice, a penalty of Rs. 1000 per day will be levied along-with non-payment of resources who have been required to be removed.**
7. The persons deployed shall be required to report to the Director SAPS, Bhopal for duty at 10.30 AM and before leaving the office at 6.00 PM. In case, a person deployed is **absent on a particular day or comes late/leaves early on three occasions in a month, one-day wages shall be deducted.** The persons shall be required to mark attendance in biometric machine and the report shall be produced along-with the invoices.
8. The contractor shall **depute a Facility Coordinator in Bhopal, Madhya Pradesh** who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency could be availed without any disruption.
9. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him. The Office of SAPS, Bhopal will have no liability in this regard or any other liability which may arise due to the acts of personnel deployed.
10. For all intents and purpose, the contractor shall be the "Employer", within the meaning of different Labour Legislations, in respect of manpower so employed and deployed by him in this Office. The persons deployed by the contractor in SAPS, Bhopal shall not have any claims of master and servant relationship nor have any principal and agent relationship or employer/ employee relationship with or against the SAPS, Bhopal.
11. The Service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
12. This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor in the course of their performing the functions/duties, or for payment towards any compensation.

13. Manpower deployed by the contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of this Department during the term or after expiry of the contract.
13. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption or for any relaxation for absorption in the regular/any other capacity in the Department.
14. All the issues related to contract, monthly payments etc. shall be communicated and processed through the Director, SAPS, Bhopal or nominated authority by the Executive Director, SAPS.
15. The contractor shall maintain all statutory registers under the applicable law and shall produce the same, on demand, to the concerned authority of this Office or any other authority under law.
16. In case, the contractor fails to comply with any statutory/taxation liability under any appropriate law, and as a result thereof, the SAPS, Bhopal is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
17. The contractor shall keep the SAPS, Bhopal indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the contractor in connection with any claim that may be made by any of his deployed workmen.
18. The Contractor shall keep SAPS, Bhopal indemnified against the claims, actions or proceedings brought or instituted against the SAPS by any of contractor's employees or any other third party in connection with, relating to or arising out of the performance of the services under this agreement.
19. Leaves can be availed only post approval and for absenteeism beyond permissible limit, no wage will be provided, the calculation basis of which will be on pro-rata basis.
20. If a resource is going on leave for more than 7 working days, the bidder is required to provide a substitute pending which a penalty of Rs. 500 per day will be applicable for such non-deployment.

D. MODE OF PAYMENT TO THE CONTRACTOR

1. The contractor shall raise bill for SAPS, in triplicate, along with attendance sheet duly verified by the Authorised Official of SAPS, in respect of the persons deployed in each office, in the first week of the succeeding month. As far as possible, the payment will be released within 45 days thereupon.

2. The monthly bills shall be accompanied with the documentary proof for remittance of Employees State Insurance, Employee Provident Fund and Service Tax / GST etc. pertaining to the concerned month's bill.
3. The bills submitted to SAPS shall be accompanied with a consolidated statement clearly indicating the details of wages of each person, deduction towards ESI, EPF, etc. The bills submitted without the proof on remittance of ESI, EPF and without the attendance register, details of wage calculation, management fees and consolidated statement reached thereupon and not verified and signed by the designated officer of SAPS, will not be processed till such details are provided.
4. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 1000 /- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Agency/Firm/Company in the following month.

E. TERMINATION

This agreement may be terminated by SAPS by giving one months' notice, in writing, of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take immediate steps to withdraw all employees in a smooth and orderly manner.

F. FORCE MAJURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

G. OTHER TERMS AND CONDITIONS

1. Wages as per the Minimum Wages of SAPS would be payable. Since, the wages are variable in nature, and would be made applicable as per the circular issued by the competent authority to this effect from time to time and The Manpower providing Agency should submit a copy of the Circular while claiming the increased wages as per the circular, wherever applicable.
2. If the awarded bidder fails to accept the contract, the EMD amount will be forfeited and the second lowest in the list of selected agencies shall be given the opportunity for the contract.

3. The successful bidder has to enter into an agreement as per the draft agreement enclosed at **Annexure – 1** to establish and maintain a system of strict discipline for smooth functioning for a period of three years within 10 days of receipt of the order.
4. The successful bidder shall undertake overall HR arrangements for the hired staff of offices of SAPS at Bhopal and any other offices as directed by SAPS.
5. The successful bidder shall make arrangement for deploying initially 18 Recruitments of various categories at Bhopal as per the standard criterion and Manpower providing policy .The Manpower providing Agency may be required to increase/decrease the numbers as per the requirement from time to time. They shall undertake all reasonable steps within their physical capabilities to prevent theft, fire pilferage destruction by mobs, employees, labours, Community riots also to state the insurance of the employee or any loss to them etc. and will perform their duties as per the direction/instruction/orders laid down by Executive Director, SAPS, and Bhopal.
6. The Staff shall be deployed as per the requirements defined by Executive Director to different locations and perform their duties as per instructions by Executive Director, SAPS, from time to time. The Manpower providing Agency shall get an approval from SAPS before deploying any staff.
7. In addition to the above stated staff, The Manpower providing Agency may be required to provide other office staff like, Technical Assistant, Stenographer (Hindi/English), Office Executives etc. SAPS will disclose initial number of staff required at this level as per concurrent requirements. The wages payable to such staff shall be as per mutual agreement between SAPS and Agency. The Manpower providing Agency shall be entitled to the quoted service charge on all such manpower provided. SAPS and The Manpower providing Agency will mutually decide about entitlement of leave for manpower provided.
8. The Manpower providing Agency shall be fully responsible for discipline and turnout of their personnel during their duty hours consisting of 8 hours per shift or given at specified time and notified places as and when required.
9. The Manpower providing Agency will work as per the instructions/directions received from the SAPS from time to time.
10. The Manpower providing Agency shall ensure that no inward/outward material movements takes place from SAPS premises without proper documents and, papers found completed in every respect and signed by authorized signatory of SAPS which shall be communicated to The Manpower providing Agency, from time to time.
11. SAPS shall undertake verifications/surprise checks of all the Personnel deployed by The Manpower providing Agency for ensuring the presence of Staff/ Personnel on duty, their performance, maintenance of records etc. without any prior notice. The observations of these surprise/verification/checks will be communicated to The Manpower providing Agency Verbally or in writing for remedial measures, if required. The Manpower providing Agency will ensure that adequate measures on the observation of surprise checks have been taken accordingly and immediately.

12. The Personnel provided by The Manpower providing Agency shall be the employees of The Manpower providing Agency itself and shall not have any right whatsoever to claim the employment in SAPS in any form either during or after the currency of this agreement irrespective of their duration of work contract.
13. In the event of any loss and damage caused to the properties of the SAPS due to the negligence of the Staff/personnel, The Manpower providing Agency/Bidder shall be solely responsible to repay the loss/damage accordingly.
14. The SAPS will not be responsible for any injury sustained to the (Personnel/ staff of the Agency during the performance of their duties and also for any damages or compensation due to any dispute between The Manpower providing Agency and Agency Hired personnel. To comply with all liabilities arising out of any provision of Labour Law/ enactment hitherto in force or enacted from time to time during the execution of this contract, shall be the entire responsibility of The Manpower providing Agency.
15. The Manpower providing Agency shall be responsible for compliance of all statutory obligations under Contract Labour (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act and Payments of Wages Act. etc. and also be responsible for payment of employee's contribution under E.P.F. and ESI Act. etc. in respect of staff deployed for SAPS duties.
16. All bills concerning Staff and Personnel payments shall be put up by The Manpower providing Agency to Director SAPS for his verification and then only it shall be further processed and forwarded by Director, to Accounts Department for the payment of these bills.
17. Pattern of uniform for Staff/Personnel shall be the standard Pattern of The Manpower providing Agency and The Manpower providing Agency has to arrange the uniform on its own expenses.
18. The Manpower providing Agency shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.
19. No food and transport and any other amenity in the nature of perks will be provided by the SAPS for the personnel.
20. The Manpower providing Agency shall affect Insurance at their own cost for their personal and properties belonging to them, SAPS shall not be responsible for any damage/loss of any nature whatsoever.
21. The Manpower providing Agency shall be responsible for maintenance of proper records for incoming and outgoing vehicles, visitors, employees, materials and properties of the Company the prescribed formats, which will be provided by the SAPS.
22. All the Personnel hired by The Manpower providing Agency to serve at SAPS will have to submit a Bio-data and recent passport size photograph, at the expenses of The Manpower providing Agency to the Manager of the SAPS for office records.

23. The Manpower providing Agency shall produce all the records to Finance, SAPS, Bhopal as and when required or called for, for verification and inspection purpose.
24. In the event of dispute arising out of this agreement, the Executive Director, SAPS, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.
25. The wages need to be paid by the agencies to the hired personnel and staff at par with the amount claimed from the SAPS by 7th day of the following month positively irrespective of actual payment of the bills by SAPS and to this effect an unconditional undertaking to be given by The Manpower providing Agency to SAPS on award of the contract.
26. The Manpower providing Agency shall not be allowed to deploy one person for more than 36 duties (1 duty= one man shift of 8 hours) in a month. In case, The Manpower providing Agency is found to deploy one-person more than 36 duties, it will be a sufficient reason for cancellation of Contract and forfeiture of Performance Security.
27. The Manpower providing Agency is required to open PF Account for its employees deployed in SAPS exclusively. The Manpower providing Agency shall be responsible for depositing Provident Fund, ESI Contribution and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of next month. The amount deposited against these liabilities should be deposited on a separate challan only for manpower deployed in SAPS. The amount deposited should exactly match the amount deducted from the Salary of employee and amount paid by SAPS towards such liabilities, non- compliance of this condition will be a sufficient ground for cancellation of Contract and forfeiture of Performance Security.
28. The Manpower providing Agency is required to arrange copies of PF Slips of its employees of the following year to enable its employees deployed in SAPS to tally their PF accumulations.
29. The Manpower providing Agency is required to submit true copies returns of the returns PF, ESI every year within expiry of one month of the Statutory for filing the returns.
30. The Contract can be terminated giving one months' notice in case of non-compliance of any clause of the Tender and Security deposit will be forfeited.
31. No Bidder shall contact on it's own, the Competent Authority will communicate on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
32. Any effort on part of a Bidder to influence the Competent Authority or members or bid evaluation committee, in the decision making of bid evaluation; bid comparison or award of contract may result in rejection of the bidder's bid.
34. The Manpower providing Agency needs to submit photocopies of the full set of each document, Annual returns of PF, ESI and Service Tax filed with the concerned depts. Along with documentary proof during its term of service.
35. SAPS may blacklist the selected agency and forfeit the performance bank guarantee if there are severe non-compliances in execution of the contract.

Annexures

Annexure: Proposal Form

(To be included in Technical Proposal)

Date: ___/___/2018

To,

The Executive Director
SAPS-MP
Text Book Corporation,
4th Floor, Arera Hills,
Bhopal 462004

Subject: TENDER FOR SELECTION OF AGENCY FOR PROVIDING OFFICE SUPPORT PERSONNEL TO STATE AGENCY FOR PUBLIC SERVICES.

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide "Tender for selection of agency for providing manpower" and to meet such requirements & provide such services as are set out in the Bid Document.

We hereby attach the Technical Bid as per the requirements of the tender document.

We undertake, if our Bid is accepted, to adhere to the provide resources within the timelines put forward in the RFQ or such adjusted plan as may subsequently be mutually agreed between us and SAPS-MP, GoMP or its appointed representatives. If our Bid is accepted, SAPS will retain our EMD as Performance Security Deposit to be adjusted against the 10% of the PBG required to submitted by us before execution of contract.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of20XX

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

.....

(Name and address of the Bidder)
Seal/Stamp of Bidder

5.2.1. Bidder Information Sheet

No	Particular	Details
1	Name of the Entity/ Organization	
2	Registered office address Telephone number Fax number Email	
3	Correspondence Address	
4	Details of the Contact Person (name, designation, address) Telephone number Fax number Email	
5	Financial Turnover	
6	Year and Place of the establishment of the entity/organization	
7	Service Tax Registration details	
8	Details of the offices present in Madhya Pradesh, if any	

5.2.2. Experience/Project Details

No	Particular	Details
1	Name of the project (Also specify then ameofwebsite/portal/web application AND URL of the website/portal/Web application	
2	Work Order / Contract No	
3	Contract Value (In Lakhs)	
4	Client Details	
5	Name, Title & Address of the Client who can be contacted	
6	Project Duration	
7	Start Date & End Date	
8	Scope of work	
9	Relevant work domain	
10	Software Tools & Technology used	
11	Total Efforts in Man months	

*Work Order/ Contract copy (Mandatory attachment)

FINANCIAL BID

(To be included in Financial Proposal)

Date:

To,
The Executive Director
SAPS-MP
Text Book Corporation,
4th Floor, Arera Hills,
Bhopal 462004

Subject: TENDER FOR SELECTION OF AGENCY FOR PROVIDING MANPOWER TO STATE AGENCY FOR PUBLIC SERVICES.

Dear Sir,

In reference to the Request for Quotation (RFQ) of Agencies to provide “Tender for selection of agency for providing Office Support personnel” at SAPS, we submit herewith the Financial Bid (fees) for the assignment proposed by SAPS as agency.

Sl. No.	Particulars	RATE
1	Service Charges for Staff/Personnel as per Terms and Condition given in the Tender Document The service charge will be added to the minimum amount mentioned in the tender document for the no. of resources deployed. (Excluding of GST)	

Terms & Conditions: -

- i. The rates quoted would remain fixed for the entire contract period.
- ii. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.
- iii. All above terms & conditions are agreed upon.

Place:

Bidder's signature with seal Date :

LETTER OF SUBMISSION OF TENDER

Dated

To,
Executive Director,
State Agency for Public Services
IInd Floor, Sushasan Bhawan,

Sub: Submission of Offer for Tender for selection of agency for providing Office Support personnel Contract

Dear Sir,

Having examined the tender document and draft agreement enclosed at Annexure – I to be signed with SAPS relating to the MANPOWER SERVICE PROVIDER Contract and having understood the provisions and requirements given in the offer document, I accept and hereby submit my offer for MANPOWER SERVICE PROVIDER Contract in accordance with the terms and conditions specified in the offer document, at the rates quoted by me (Name and Designation) as per the in the Financial Bid of the Tender Document.

(Name & Signature of the bidder with Seal) Complete Address

List of Enclosures:

SELECTION OF AGENCY FOR PROVIDING MANPOWER TO STATE AGENCY FOR PUBLIC SERVICES (SAPS), BHOPAL, MADHYA PRADESH

AGREEMENT

1. This agreement is made on _____ Between _____ an

manpower providing organization providing Staff and Personnel to various establishments and Industrial units, having its registered office at _____

(hereinafter referred as "The Manpower providing Agency") which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the first part.

2. State Agency for Public Services (hereinafter referred as "SAPS"), An autonomous State agency working under Department of Public Service Management having its registered office at IVth Floor, Text Book Corporation, Arera Hills, Jail Road, Bhopal - 462011 (hereinafter referred as SAPS which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the second part.
3. The manpower providing agency having sufficient experience in providing manpower services for the use of Industrial Establishments, Offices, Units and Institutions and is desirous of extending its services to the SAPS and its various offices, residences of Executives for their use in the units.
4. SAPS having their offices at Bhopal and various district level establishment is desirous of availing services of the Manpower providing Agency for Manpower providing and outsourcing of efficient Staff and Personnel arrangements in their establishments, residences of their Executives, offices including the plants machineries, vehicles, buildings, materials employees etc., and to exercise strict control and vigilance over the incoming and outgoing materials, movement of Cash Box, machineries, office stationeries, miscellaneous materials, visitors and other properties whatsoever or otherwise.
5. Both the parties have agreed to enter into an agreement to establish and maintain a system of strict HR policy adherence and discipline for smooth functioning in the offices/ residences w.e.f. date of signing of contract for a period of two years.
6. The Manpower providing agency shall undertake overall Human Resource Management functions and arrangements of the SAPS office and residence specified to them by SAPS (in writing from time to time).

- 7.** The Manpower providing Agency shall make arrangements of deploying on Personnel and Staff, as and when required. They all shall undertake all reasonable steps within their physical capabilities to prevent theft, fire pilferage destruction by mobs, employees, labours, Community riots etc. and will perform their duties as per the direction/instruction/orders laid down by Director, SAPS, Bhopal.
- 8.** The Manpower providing Agency, shall be fully responsible for discipline and turnout of their personnel during their duty hours or given at specified time and notified places as and when required.
- 9.** The Manpower providing Agency, as per the instructions/directions received from the SAPS from time to time will undertake search of all employees of the SAPS, visitors entering the above premises and contractual labourers working in the establishment while entering in and leaving out of the SAPS premises.
- 10.** The Manpower providing Agency, shall ensure that no inward/outward material movements takes place from SAPS premises without proper documents and, papers found completed in every respect and signed by authorised signatory which shall be communicated to Manpower Providing Agency from time to time.
- 11.** SAPS shall undertake verification of all the Personnel deployed by The Manpower providing Agency , carry out surprise checking of Personnel on duty, their performance, maintenance of records etc. without any prior notice. The observations of this surprise/verification/checks will be communicated to the Manpower providing Agency, verbally or in writing for remedial measures, if required. The Manpower providing Agency will ensure that adequate measures on the observation of surprise checks have been taken accordingly and immediately.
- 12.** Within 24 hours of receiving the requisition from the SAPS, The Manpower providing Agency, will provide additional Staff/ personnel as and when required by the SAPS at the rates as per minimum wages Act or as agreed between Agency and SAPS. Any change in minimum wage rate shall be borne by SAPS.
- 13.** The Manpower providing Agency is required to pay the wages to its employees by 5th of every month and in case the fifth day is a holiday, the payment should be made by the next working day. In case The Manpower providing Agency fails to make payment above, a penalty of Rs.30/- per person per day shall be deducted from the amount payable to Agency for that month.
- 14.** The Staff/ Personnel provided by the Manpower providing Agency shall be the employees of Agency and shall not have any right whatsoever to claim the employment in SAPS in any form either during or after the currency of this agreement.
- 15.** The Manpower providing Agency shall ensure at all times that the personnel, who are posted to work do not divulge any information pertaining to the business/affairs of the

SAPS and any other Information governed by the official Secrets Act, 1938 to any one during/and after the currency of the agreement.

- 16.** In the event of any loss and damage caused to the properties of the SAPS due to the negligence of the Staff/ personnel, Agency shall be solely responsible to repay the loss/damage accordingly.
- 17.** SAPS will not be responsible for any injury sustained by The Manpower providing Agency, (Staff/Personnel during the performance of their duties and also for any damages or compensation due to any dispute between Agency and their Staff/Personnel. To comply with all liabilities arising out of any provision of Labour Laws/ enactment hitherto in force or enacted from time to time during the execution of this contract, shall be the entire responsibility of the Manpower providing Agency.
- 18.** The Manpower providing Agency shall be responsible for compliance of all statutory obligations under Contract Labour (Regulations & Abolitions) Act, Minimum Wages Act, and Payments of Wages Act and also be responsible for payment of employee's contribution under E.P.F. and ESI Act. Etc. in respect of staff deployed for SAPS duties.
- 19.** Any Staff/Personnel of The Manpower providing Agency, found misfit or indulging into indiscipline Act or found medically unfit shall be immediately removed henceforth and immediate replacement accordingly shall be made by The Manpower providing Agency, at the same time at no extra cost.
- 20.** The Manpower providing Agency shall not increase or decrease the total number of personnel without the prior approval of the Authorised Officer of SAPS.
- 21.** All Staff/Personnel of The Manpower providing Agency shall be in possession of Identity Card worn on their uniform while conducting their duty. All bills concerning Staff and Personnel payments shall be put up by The Manpower providing Agency, for his verification and then only it shall be further processed by Director, SAPS and forwarded to Accounts Department for the payment of these bills at Bhopal.
- 22.** Pattern of uniform for Staff/Personnel shall be the standard Pattern of The Manpower providing Agency and / or SAPS.
- 23.** The Manpower providing Agency, shall not at any time during the currency of this agreement sub-contract the job entrusted to them for due performance under this agreement to any other party.
- 24.** SAPS and The Manpower providing Agency shall ensure that their employees do not interact with each other directly in the notified area or outside so as to avoid any

- possibilities or establishing of contact with each other, which may contravene the provisions of the Officials Secrets Act, 1938.
- 25.** No food and transport and any other amenity in the nature of perks will be provided by the SAPS for the personnel provided by The Manpower providing Agency.
 - 26.** Personnel provided by The Manpower providing Agency, to the SAPS shall not in any way indulge themselves or take part in any way in activities of any trade union, and non-compliance of this provision, shall render the agreement terminable with immediate effect at the discretion of SAPS.
 - 27.** The Manpower providing Agency, shall affect Insurance at their own cost for their personal and properties belonging to them, SAPS shall not be responsible for any damage/loss of any nature whatsoever.
 - 28.** The Manpower providing Agency, shall be responsible for maintenance of proper records for incoming and outgoing vehicles, visitors, employees, materials and properties of the Company in the prescribed formats which will be provided by the SAPS.
 - 29.** The Manpower providing Agency shall not be allowed to deploy one person for more than 36 duties (1 duty= one man shift of 8 hours) in a month. In case, The Manpower providing Agency is found to deploy one-person more than 36 duties, it will be a sufficient reason for cancellation of Contract and forfeiture of Performance Security.
 - 30.** Office staff like Stenographer, computer operator/data entry operator is entitled for 15 days leaves in a year.
 - 31.** The Manpower providing Agency shall be responsible for depositing Provident Fund, ESI Contribution and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of next month. The amount deposited against these liabilities should be deposited on a separate challan only for manpower deployed for SAPS. The amount deposited should exactly match the amount deducted from the Salary of employee and amount paid by SAPS towards such liabilities. Non-compliance of this condition will be a sufficient reason for cancellation of Contract and forfeiture of Performance Security.
 - 32.** All the Personnel will have to submit a Bio-data and recent passport size photograph and medical fitness certificate at the expenses of The Manpower providing Agency, to the Director, SAPS for records.
 - 33.** The Manpower providing Agency shall produce all the records to Director (SAPS) as and when required or called for, for its verification and inspection purpose.
 - 34.** The Manpower providing Agency, will deposit 10 % of contract value towards Performance, Security to indemnify the SAPS from any loss.

35. The tender document is an integral part of the agreement.

36. This agreement can be terminated by SAPS by giving one-month notice.

37. In the event of dispute arising out of this agreement, the Executive Director, SAPS, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.

In witness there of the parties here into have affixed their signature on their behalf and through their authorised representative on this.

For and on behalf of The Manpower providing
Agency behalf of SAPS

For and on

