



ORISSA STATE CIVIL SUPPLIES CORPORATION LTD.

C/2, Nayapalli, Bhubaneswar-12

FAX	EMAIL	WEB ✓	SMS
RP	SP ✓	OP	LOCAL
e-Despatch			

FE - 47/2011 No 18908 / Dt 22.10.11.

From

Sri P. K. Mohanty, OFS(S)
F.A. & C.A.O.

To

All CSO-cum-District Managers
OSCSC Ltd.

Sub.: Agreement with S.P.A for providing manpower for supporting staff.

Sir,

With reference to the subject cited above, I am directed to enclose herewith the draft Agreement copy (Annexure-A) along with enclosures for necessary action at your end. The agreement shall be executed in Non-Judicial Stamp Paper worth Rs. 10/- (Rupees Ten) only.

2. The format for raising the bill by the SPAs to the District Office is enclosed at Annexure-B for your reference.
3. The Annexure-1 enclosed in the agreement shall also be submitted by the SPAs at the time of raising the bill to the District Manager. A sample copy of the filled up form is enclosed for your reference in Annexure-2.
4. The Annexure-3 & 4 enclosed shall be submitted by the SPAs at the time of raising bill for reimbursement of employer's share of ESI and EPF respectively.
5. "Gross remuneration" referred in Annexure 1 to 4 indicates the total amount payable to the Service Providing Agency against a particular month taking into account the days of work attended by the support staff including public holidays.
6. The EPF share of the support staff to be calculated & deducted @12% on the gross remuneration indicated in sl.5 above (see Annexure 2).
7. The ESI share of the support staff to be calculated & deducted @1.75% on the gross remuneration indicated in sl.5 above (see Annexure 2).

8. The EPF share of Employer to be calculated & deducted @13.61% (12% deducted shall ultimately go to the account of support staff as matching share & rest 1.61% is the administrative charge shall go to the account of EPF administration & supporting staff has no claim on such amount).
9. The Annexures attached (A,1,2,3 & 4) are compulsory in nature and the District Office shall ensure submission of all the Annexure by the SPAs failing which their bills/ reimbursement shall not be entertained.

The formats enclosed shall be supplied to the successful bidders with whom agreement is to be signed.

You may contact the undersigned for clarification if any, in this regard.

Encl. :

Annx-A : Draft agreement

Annx- B : Format for raising bills by SPA.

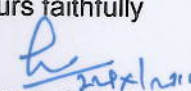
Annx-1 : Format to be submitted with bills.

Annx-2 : Sample filled up copy of Annexure-1

Annx-3 : Format to be submitted with ESI reimbursement bill.

Annx-4 : Format to be submitted with EPF reimbursement bill.

Yours faithfully


F.A. & C.A.O

Memo No 18909 Dt 22-10-11.

Copy (without enclosures) forwarded to All Collectors for favour of information.


F.A. & C.A.O

ORISSA STATE CIVIL SUPPLIES CORPORATION LTD.

(A STATE GOVERNMENT UNDERTAKING)

C/2, NAYAPALLI, BHUBANESWAR-12

AGREEMENT WITH S.P.A FOR PROVIDING SUPPORT STAFF

MEMORANDUM OF AGREEMENT made this _ day of ____Two
Thousand Eleven

BETWEEN

M/S Orissa State Civil Supplies Corporation a company registered under. Indian companies Act. 1956 having its registered Office at C-2, Nayapalli Bhubaneswar (hereinafter called "the Corporation") represented through District Manager, OSCSC Ltd., _____ on behalf of Managing Director which expression shall mean & include when the context so admits by successors in office & assigns of the one part

AND

M/S. _____ represented through
Sri _____ S/O _____ At -
_____ P.O - _____ P.S - _____ Dist -
_____ here in after called "Manpower Service Provider" which expressions shall mean & include where the context so admits his/her heirs, executors, administrations, successors & legal representative of the other part.

WHEREAS the Manpower Service Provider has been agreed with the Corporation for providing different categories of support staff for official functioning of the District Manager, OSCSC Ltd. _____ as per his requirement, upon satisfying the covenants, conditions and stipulations hereinafter contained and that will be set-forth in the engagement order and/or issued with the engagement order, (which shall be deemed and taken to be part of this contract)".

Now these present witness & the parties hereto hereby mutually agreed as follows: -

1. DEFINITIONS

- (a) "**Government**" means the Government of Orissa in Food Supplies and Consumer Welfare Department.

- (b) **“Corporation”** means the Orissa State Civil Supplies Corporation Ltd, [OSCSC Ltd.] C/2, Nayapalli at Bhubaneswar.
- (c) **“District Manager”** means the District Manager of the Orissa State Civil supplies Corporation of a concerned Revenue District in the state of Orissa.
- (d) **“Collector”** means the Collector and District Magistrate of the Revenue district concerned in the State of Orissa.
- (e) **“Managing Director”** means the Managing Director of the Orissa State Civil Supplies Corporation or any officer authorized by him in writing on his behalf for any specified work to take on his behalf.
- (f) The term **‘Contract’** shall mean and include the notice inviting tender, the invitation to tender, incorporating the instruction to tender, the tender documents, its annexure and schedules, acceptance of tender and such general and special conditions as may be added to it.
- (g) **“S.P.A”** shall mean the Service Providing Agencies, provider of manpower on outsourced basis for deployment in OSCSC Ltd.
- (h) **“Authority”** shall mean the chief executive of OSCSC Ltd. i.e. Managing Director or any Officer authorized in writing on his behalf for any specified work to take up on his behalf.

2. TERMS & CONDITIONS

- 1 That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
- 2 That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “_____” in the _____ (name of the OSCSC/Office) in conformity with the provisions of the Terms and Conditions.
- 3 That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
- 4 That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. The Agreement shall commence from(date) and shall continue till(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
6. The Agreement shall automatically expire on(date) unless it is extended for further period by the mutual consent of the Manpower Service Provider and the Authority.
7. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Manpower Service Provider and the Authority.

8. The support staff to be provided by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Service Provider must have been verified by the Service Provider before their deployment, collecting proofs and identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card and a certification to this effect submitted to the office of the District Manager. The Service Provider will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the District Manager.
9. 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.
10. The requirement may further increase or decrease marginally, during the period of initial contract also and the service provider would have to provide additional manpower services, if required, on the same terms and conditions.
11. 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 the agency 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.
12. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
13. The persons deployed shall be required to report for work at scheduled time as directed by CSO-cum-District Manager, OSCSC Ltd. or any other officer concerned and would work for 8 hours. 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.
14. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the head office on attending such duty.
15. The Service Provider has to provide uniform dress, badges, shoes, batons and Photo identity Cards in case of Security guard(both armed & non-armed) & Identity Cards in case of other support staff employed by him/her for carrying out work. These Identity Cards are to be constantly displayed by the support staff and loss of Identity Cards to be reported immediately.

16. The Manpower Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the CSO-cum-District Manager so that optimal services of the persons deployed could be availed without any disruption.
17. The entire financial liability in respect of manpower services deployed in the office of CSO-cum-District Manager shall be that of the Manpower Service Provider and the OSCSC 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 fixed (take home remuneration) in the financial bid and adduce such evidence as may be required by the District Manager's office or Corporation Head office of OSCSC Ltd.
18. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.
19. 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 OSCSC Ltd.
20. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OSCSC Ltd. 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(s) can place their grievance before a Joint Committee consisting a representative of District Manager's office, OSCSC Ltd. and an Authorized representative of the Manpower Service Provider.
21. The OSCSC 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.
22. 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.
23. 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.
24. 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.

25. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The Manpower Service Provider shall 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.
26. 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.
27. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
28. 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.
29. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as prescribed by the Government in Labour and Employment Department, Orissa from time to time payable to different types of worker in respect of the persons deployed in the OSCSC Ltd.. The Corporation shall have no liability in this regard.
30. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the District Manager office 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 District Manager, OSCSC Ltd.
31. 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.
32. 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 District Manager, OSCSC Ltd.

33. In case, the 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 OSCSC Ltd. 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.
34. The Agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, non-payment of remuneration of support staff engaged 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 adjustment from the Security Deposited by the concerned SPA with the District Manager.
35. In case of breach of any terms and conditions of this agreement, the Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

36. PAYMENT TO SERVICE PROVIDING AGENCY

36.1 The District Manager concerned shall prepare the absentee statement of the support staff engaged in the district by 3rd day of succeeding month of engagement.

36.2 It is the duty & responsibility of the Service Provider Agency to collect the absentee statement from the district office by 4th day of succeeding month of engagement. The District Manager shall provide the absentee statement to the Service providing agency.

36.3 The Service Provider Agency shall make payment to the support staff engaged by them in the District Manager’s office as per the absentee statement for the number of days engaged, from their account by 6th day of the succeeding month of engagement and prefer bill to District Managers for reimbursement. To calculate take home remuneration for fraction of a month, each month will be considered as 30 days. The payment to the support staff shall be made through Account Payee Cheques only.

36.4 The manpower service provider shall raise bills in duplicate as follows :

1	Gross remuneration of the person as per absentee statement received from District Managers Office	<i>By 6th day of succeeding month in the prescribed proforma.</i>
2	Service Tax as applicable & Service Charges	

Payment shall be released within 10 days of receipt of bills by the concerned District Manager, OSCSC Ltd.

36.5 The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the District Manager for reimbursement of employer share only.

1	Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share.	<i>By 16th day of succeeding month in the prescribed proforma.</i>
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Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed through account payee cheque.

36.6 The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed alongwith cheque number and date and Bank account from which the payment has been made along with the claim bills. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by District Managers.

36.7 The Manpower Service Provider is to submit proof of deposit of EPF and ESI amount to the EPF / ESI account of the person concerned along with the claim bills for EPF & ESI. No payment shall be released unless documentary evidence of deposit of EPF & ESI is attached to the claim bill.

36.8 The Manpower Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which penalty calculated @ Rs. 100/- per day for each default will be recovered from service charge due.

36.9 The Manpower Service Provider shall submit before the District Manager, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.

36.10 The statutory deduction of income tax and others if any shall be deducted from the bill and shall be adjusted against the service charges of the Service Providing Agency.

37 To ensure payment as at clause 36, the Service providing Agency shall open one bank account in the district headquarter where he may be providing services and inform the account number in writing to the District Manager. The payment from District Managers office will be made by way of local Cheque / online transfer which can be en-cashed within a day or two to his account. The agency shall ensure opening of bank account of all individual support staff in the district in the first month of their engagement

for smooth payment. The agency should ensure that the cheque issued to the support staff are honoured.

- 38 The Service Providing agency must handover the Individual EPF Account No. / ESI Card (where ever applicable) within 60 days from engagement of the supporting staff and the details of such should be intimated to the District Manager.
- 39 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.
- 40 In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on both parties.
- 41 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.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer
Authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
District Manager, OSCSC Ltd.**

In the presence of witness:-

Witness

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

Witness

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

SAMPLE COPY

Annexure-2

Statement for the month of November 2011

Name and address of the manpower Agency :ABC Agencies, Bhubaneswar

Sl No.	Name of the manpower outsourced	Fathers / Husbands Name	Designation	No. of days worked	Gross Remuneration	ESI				EPF				Take home remuneration	
						Account No.	Employee Share (1.75%)	Employer Share (4.75%)	Total	Account No.	Employee Share (12%)	Employer Share (13.61%)	Total	Amount	Cheque No. & date
1	2	3	4	5	6	7	8	9	10 (8+9)	11	12	13	14(12+13)	15 (6-8-12)	16
1	S K Das	R N Das	D.E.O.	30	4500	XYZ	78.75	213.75	292.5	ABC	540	612.45	1152.5	3881.25	23
															Date - 05.11.2011

1. Deduction of EPF & ESI of employee share shall be calculated on gross remuneration to be paid for each individual support staff.
2. Employer EPF Share of 13.61 % includes administrative charges of 1.61%. (12% for EPF +1.61% for Administrative charges)
3. Payment of employer share shall be calculated on the gross remuneration to be paid for each individual supporting staff
4. After due deposit of the employer share (EPF & ESI) the SPA shall submit claim to the District Managers office for reimbursement.
5. Take home remuneration means remuneration paid after deduction of employee share of ESI & EPF.

**Authorised signatory for
Service Providing Agency**

Statement for the month of _____

Annexure-3

Name and address of the manpower Agency : _____

SI No.	Name of the manpower outsourced	Fathers / Husbands Name	Designation	Gross remuneration	ESI			Total amount deposited
					Account No.	Employee Share (1.75%)	Employer Share (4.75%)	
					TOTAL			

1. Challan in support of payment of ESI with the competent authorities.
2. A copy of the statement showing name of manpower, account no. and amount as s submitted with ESI authorities.

**Authorised signatory for
Service Providing Agency**

Annexure-4

Statement for the month of _____

Name and address of the manpower Agency : _____

SI No.	Name of the manpower outsourced	Fathers / Husbands Name	Designation	Gross remuneration	EPF			
					Account No.	Employee Share (12%)	Employer Share (13.61%)	Total amount deposited
					TOTAL			

1. Challan in support of payment of EPF with the competent authorities.

2. A copy of the statement showing name of manpower, account no. and amount as s submitted with EPF authorities.

**Authorised signatory for
Service Providing Agency**

Bill / Invoice

No _____

Date _____

Name of the Firm _____

Address _____

To

The District Manager, OSCSC Ltd _____

Bill for the Month of _____

SI No.	Name of the Employee with designation	No of days worked	Gross Remuneration
		Total	
		(+) Service Charge	
		(+) Service Tax (@10.30%)	
		Grand Total	

Amount in words _____

Authorized Signatory