

**OFFICE OF THE SPECIAL SECRETARY CUM DIRECTOR**  
**RURAL WATER SUPPLY & SANITATION PROJECT**  
**(JSWSMS, Drinking Water and Sanitation Department)**  
4<sup>th</sup> Floor, Citadel Tower, Main Road, Ranchi, Pin-834001  
Ph. No- 0651-2482074, Email ID- [jharkhand.worldbankproject@gmail.com](mailto:jharkhand.worldbankproject@gmail.com)

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Tender No. 226

Date:- 12.08.2014

**Short Tender Invitation for Empanelment of Manpower Supply Agencies**

The Ministry of Drinking Water and Sanitation (MoDWS), Government of India has requested the World Bank for the preparation of the **Rural Water Supply and Sanitation Project for low income states(RWSS-LIS)**, with a Phase I program for Assam, Bihar, Jharkhand and Uttar Pradesh.

JSWSMS, Jharkhand, Ranchi under the Drinking Water & Sanitation Department, Govt. of Jharkhand, in order to meet periodic requirements, requires additional hands of skilled person to render different services.

The JSWSMS may require Office support staff viz. Accountants, Junior Assistant, Office Assistant, Office Superintendent cum HR Manager, Asst. MIS Specialist cum Data Entry Specialist, Stenographer cum PA, , Computer Operators/Typist, Drivers and Multi-Tasking Staff (Attendant / Helper), Security Guard etc. on Daily/Monthly Wage Basis as per requirement of JSWSMS. The qualification and experience and other requirements for these would be communicated with the demand note. To meet such additional requirements, JSWSMS invites sealed tenders in **two bids i.e. technical bid and financial bid** from reputed, experienced and financially sound Manpower Supply Agencies/Companies for providing skilled persons required on need basis, for the period of one year and may be extended up to two years.

The interested agencies may collect the tender document on payment of Rs.500/ in cash from JSWSMS office at above address from:-11.00 A.M. to 04:00 P.M. on all working days except Sundays and Government holidays upto **30.08.2014**.

The tender documents can also be downloaded from our web site i.e. <http://daa.jharkhand.gov.in> (URL No.- 210.212.20.93:8000/dwsd/home.aspx) and go to tenders Notice and click on the link **Advertisement for Empanelment of Manpower Agencies**". The cost of tender forms in such cases is to be deposited through a Demand Draft for Rs. 500/- (Rupees Five Hundred only) *in favour of JSWSM (SPMU Account) payable at Ranchi* at the time of submission of tender documents.

The tenders shall not be entertained after this deadline under any circumstances whatsoever. The tenders will be opened by the Tender Evaluation Committee in the presence of the tenderers or their representative who wish to be present on the occasion.

Last date for submission of the tender is **30.08.2014** till 02:30 P.M. The Technical bid will be opened on **30.08.2014** at 03:00 P.M. The scrutiny of the contents of technical bid will be done by the Tender Evaluation Committee. Financial bid shall be opened after acceptance of the technical bid. Financial bid shall be opened in respect of only those bidders whose technical bid gets qualified. Canvassing in connection with the tender is strictly prohibited.

The undersigned reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to accept or reject any or all the tender(s) without assigning any notice or reason thereof. The decision of the Tender Evaluation committee, JSWSMS, Jharkhand, Ranchi in this regard shall be final and binding on all.

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Special Secretary cum Director  
Rural Water Supply & Sanitation Project  
Drinking Water & Sanitation Department  
Jharkhand, Ranchi

## General Instructions for Tenderers

1. Sealed tender in the prescribed form complete in all respects duly filled in, along with all requisite documents shall be deposited at the OFFICE OF THE SPECIAL SECRETARY CUM DIRECTOR, RURAL WATER SUPPLY & SANITATION PROJECT, (JSWSMS, Drinking Water and Sanitation Department), 4<sup>th</sup> Floor, Citadel Tower, Main Road, Ranchi, Pin-834001 **on or before 30.08.2014 upto 02.30pm**
2. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
3. The Technical bid of the tenders will be opened on **30.08.2014** at 3:00 PM by a Tender Evaluation Committee constituted for this purpose in the presence of tenderers or their authorized representative/s, who wish to be present on the spot at that time. **However, no separate communication will be made in this regard to the tenderers.**
4. The offers in the prescribed format should be addressed to the Special Secretary cum Director, RWSS-LIS, JSWSMS, DWSD, Jharkhand, Ranchi under sealed cover which should be superscripted as **“Tender for Manpower Supply Agencyö.**
5. The tender form should be clearly filled in ink legibly or typed. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **The tenderer should quote the rates of service charge in figures as well as in words.** No overwriting or cutting is permitted in the Bid Form. In such cases, the tender shall be summarily rejected.
6. Attested copies of the following documents along with the **Technical Bid** are required to be enclosed failing which their bids shall be summarily /out-rightly rejected and will not be considered any further:-
  - a. Copy of the Service Tax Registration certificate.
  - b. Copy of EPF certificate allotted by the Provident Fund Commissioner.
  - c. Copy of PAN/GIR card allotted by the Income Tax Department to the tenderer.
  - d. Copies of Income Tax Return for last three years filed with the Income Tax Department.
  - e. List of clients at present and past.
  - f. An undertaking in the prescribed format (**ANNEXURE-II**).
  - g. Money receipt issued towards purchase of Cost of Tender or Rs. 500/- (Rs. Five Hundred Only) in the form of DD in favour of **JSWSM (SPMU Account) payable at Ranchi** for those who have downloaded tender from the website.

**Note: Technical bid (with above enclosures) and Financial bid shall be kept in two separate sealed and signed envelopes. These TWO envelopes should be kept in SINGLE sealed envelope, super scribing the envelopes “TENDER FOR MANPOWER SUPPLY AGENCY”.**

7. Quotations must be unconditional. The conditional bids shall not be considered and will be outrightly rejected in very first instance. Any alterations or changes in the rates in tender documents or any request to this effect will make the whole tender document invalid and liable to be rejected.
8. **Every page including terms and conditions of the tender document should be signed by the tenderer with the seal of the Agency/Firm.**
9. The tenderer shall give an undertaking to the tender inviting authority not to charge any kind of fee from the persons to be sponsored for deployment. Any complaint from the staff sponsored in this regard, the tender inviting authority reserves the right to initiate action.
10. The tenderer will undertake to pay the approved wages to the persons deployed in the offices of JSWSMS, DWSD, Jharkhand.
11. Payment to the Provider/Agency shall be made through an Account Payee Cheque/bank transfer for deployment of personnel by 7<sup>th</sup> of the following month. The Provider/Agency will disburse by 10<sup>th</sup> of each month in the following month without receipt of amount from JSWSMS for previous month.

The JSWSMS shall make the payment on receipt of the bill.

12. Reimbursement of amount on account of EPF will be made only after production of proof for having paid the said amount to respective authorities. A certificate to this effect is to be provided along with the claim by the Agency. The Challan should pertain to the persons provided to JSWSMS.
13. The tenderer should take care that the rates of **service charge and amount should be written in figure and words** in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
14. The JSWSMS will deduct TDS and other Taxes from the tenderer as per rules and regulations, as per the instructions issued by Government of India/Government of Jharkhand from time to time.
15. The Service Tax as levied by the Government will be paid to the successful tenderer in the respective month. However, the second month bill should have the proof of payment of service tax for the previous month and so on.
16. Terms and conditions given in **ANNEXURE-I** of this tender document, (as Agreement will govern all the operations) will have to be complied with by the successful bidder. The provider should affix his signature in token of his acceptance of all terms and conditions. Besides the successful bidder should have to execute the agreement.
17. The JSWSMS reserves the right to have a panel made out of the tenders submitted and in case the tenderer selected fails to do the job successfully or leaves the job in middle of the contract period, the next tendered will be offered the assignment for the remaining period of the first award of the contract.
18. The JSWSMS reserves the right to cancel/reject full or any part of the tender for which tenderers do not fulfill the conditions stipulated in the general instructions and terms and condition and no correspondence thereof shall be entertained whatsoever.
19. Tenderer submitting a tender would be presumed to have considered and accepted all the terms and conditions given tender document. The tenderer is required to return the "Terms and Conditions" to the JSWSMS along with sealed tender after signing each and every page in token of acceptance of the same. No enquiries, either verbally or written, shall be entertained in respect of acceptance/rejection of the tender.
20. Any act on the part of the tenderer to influence anybody in the JSWSMS or otherwise would render the tender liable for rejection.
21. The tenderer shall abide by the provisions of the Contract Labour (R&A) Act, 1970 and other Labour Laws, as applicable from time to time.
22. The successful tenderer shall not engage any sub-contractor or transfer the contract to any other person/agency/firm in any manner.
23. The staff deployed provided by the Agency for day to day work will work under the supervision of the Director, RWSSP, JSWSMS, DWSD, Jharkhand, Ranchi.
24. JSWSMS reserves the right to accept or reject any bid irrespective of its being the lowest in the interest of the JSWSMS. In awarding the contract, interest of the JSWSMS shall be paramount and in this regard the decision of the JSWSMS shall be final.

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Special Secretary cum Director  
Rural Water Supply & Sanitation Project  
Drinking Water & Sanitation Department  
Jharkhand, Ranchi

**TECHNICAL REQUIREMENTS FOR THE  
TENDERING COMPANY / FIRM / AGENCY**

**The tendering manpower Company / Firm / Agency should fulfill the following technical specifications:**

- a) The manpower Company /Firm/Agency should be registered with Service tax department;
- b) The Company / Firm / Agency should have at least three years experience in providing manpower to Private Companies, Public Sector Companies / Banks and Government Departments etc;
- c) The Company / Firm / Agency should have its own Bank Account;
- d) The Company / Firm / Agency should be registered with Income Tax departments; In case name of Proprietor is registered with IT department, a separate certificate from authorized Chartered Accountant may be attached.
- e) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund.

**ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID IN THE FOLLOWING ORDER**

1. Application For Financial Bid
2. Application ó Technical Bid;
3. Attested copy of registration of tenderer;
4. Attested copy of PAN / GIR Card;
5. Attested copies of latest IT return filed by tenderer;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Certified document in support of financial turnover of the tender.
9. Certified documents in support of entries in column 12 & 13 of Technical Bid application;
10. Copy of the terms and conditions at ANNEXURE-I in Tender Document with each page duly signed and sealed by the authorized Signatory of the agency/firm in token of their acceptance; and
11. Documents as specified in section 6 of General Instructions for Tenders.

**Technical Bid**

1. Name of tendering Company/Firm Agency

o o

2. Name of proprietor/Director of Company/Firm/o o o o o o .. o o o o o o o

o o

3. Full Address of Reg. Office: o

o o

o o

Telephone Noo o

FAX Noo .

E-Mail Addresso ..

4. Full Address of Operating/Branch Office: o o o o o o o o o o o o o o o o o o o

o o

o o

Telephone Noo .

FAX Noo ..

E-Mail Addresso ..

5. Banker details of Company / Firm / Agency with full address:

o ...

o o

o o

Telephone No: of Banker: o .

6. PAN/GIR No. :o .

(Attach attested copy)

7. Service Tax Registration No.: o .

(Attach attested copy)

8. EPF Registration No: o o o o .....  
(Attach attested copy)

9. Please specify whether the firm is a Sole proprietorship or Partnership also specify the name, address and Telephone nos. of Directors/partners of the Firm.....

o o

o o

10. Audited Annual Turnover of last three financial years with balance sheets and Income and Expenditure Statements.  
(Attach certified copy of Income Tax Returns for last 3 years, other relevant statement / papers)

12. Details of Cost of Tender

Amount Rs. 500/- (Rupees Five Hundred only).

Money Receipt No./ Bank Draft No. . . . . .

Date of Issue . . . . .

Name of the Bank . . . . .

13. List of major clients (including reputed company/PSU) with details of manpower provided. (Attach a separate sheet for the list.)

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

**DECLARATION**

I, . . . . . Son/ Daughter /wife of Shri . . . . . signatory of the agency/ firm. Mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the above application are true 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.

<b>Date:</b>	<b>Signature of authorized person</b>
	<b>Full Name:</b>
<b>Place:</b>	<b>Seal:</b>



**TERMS AND CONDITIONS**

**1. Interpretation**

In these terms of business, (the Terms) the following expressions shall be given the meanings assigned to them hereunder:

- 1.1 Assignment means the period during which a Temporary performs services or carries out work for or on behalf of the JSWSMS as agreed between the JSWSMS and the Provider, commencing at the time the Temporary first reports to the JSWSMS to take up duties (or, at the earliest, the commencement by the Temporary of such work or services) and ending upon the cessation by the Temporary of all such work and services.
- 1.2 The JSWSMS means Jharkhand State Water and Sanitation Mission Society.
- 1.3 The RWSSP means Rural Water Supply and Sanitation Project.
- 1.4 The DWSD means Drinking Water and Sanitation Department.
- 1.5 The Provider means name of recruitment Provider or any of its subsidiary, associated or holding companies which has been appointed by JSWSMS with a view to placing an order for the supply of Temporary manpower.
- 1.6 Temporary means any person who is introduced or supplied by the Provider to the JSWSMS with a view to carrying out work for the JSWSMS. All and any business undertaken by the Provider is transacted subject to these terms, all of which shall be incorporated in any agreement between the Provider and the JSWSMS. In the event of any conflict between these terms and any other terms and conditions, these terms shall prevail unless expressly otherwise agreed in writing. No variation in these terms shall be valid if made without the written consent of the Provider or other authorized officer of the Provider and the authorized officer of the JSWSMS.

**2. General**

- 2.1 The contract is awarded for a period of **one year at the first instance** and the date will be reckoned from the date of award of contract, unless it is curtailed or terminated by this JSWSMS owing to deficiency of service, substandard quality of temporary personnel deployed, breach of contract, reduction or cessation of the job requirements etc. On expiry of the said period of Contract, the period of Contract may be extended on mutual consent on the same rates and terms and conditions up to a maximum period of two years.
- 2.2 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 the prior written consent of this JSWSMS.
- 2.3 The tenderer will be bound by the details furnished by him / her to this JSWSMS, while submitting the tender or at 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 / her liable for legal action besides termination of contract.
- 2.4 The JSWSMS reserves right to terminate the contract after giving a month's notice to the contracting agency.

### **3. Obligations of the Provider/Tenderer.**

- 3.1 The Provider will introduce to the JSWSMS suitable Personnel to carry out work for the JSWSMS of such Nature as the JSWSMS shall notify to the Provider when placing its order for a Personnel.
- 3.2 The provider shall provide to the JSWSMS following documents in respect the personnel at the time of deployment to the JSWSMS.
  - i. Bio-data with photograph
  - ii. Attested copy of matriculation certificate containing date of birth;
  - iii. Attested copies of Certificates of relevant qualifications
  - iv. Original Character certificate from Gazetted Officer/Magistrate First Class/Group A Officer of the Central/State Government;
- 3.3 The person deployed shall be required to work at office during working hour of the office. In case, person deployed is absent on a particular day or comes late /leaves early on three occasions, one day wage shall be deducted.
- 3.4 The Provider will pay for Personnel the specified compensation and submit the bill for the amount so disbursed for reimbursement by the JSWSMS to which he/she is entitled by reason of carrying out work for the JSWSMS.
- 3.5 A claim is preferred to enable the JSWSMS to pass the bill of the Provider for that month. These documents will be verified and certified by the JSWSMS staff assigned for this purpose from the original documents. If the Provider fails to do so, his bill will not be paid. Provider will also enclose the Acquaintance Roll with their bill for that month which will also be verified and certified by the JSWSMS from original documents to ensure that proper wages have been paid to the personnel concerned. The wages have to be paid by Account Payee Cheques only. The payment towards reimbursement of paid wages will be made by the JSWSMS within 10 days to the date of receipt of bills. This shall also be applicable to the payment of reimbursement of employer contribution for EPF/ESI already deposited by the provider.
- 3.6 In case, the person employed by the provider commits any act of omission/ Commission that amounts to misconduct/ indiscipline/ incompetence, the provider will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the JSWSMS.
- 3.7 The provider shall replace immediately any of its personnel who are found unacceptable to the JSWSMS because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the JSWSMS.
- 3.8 The Provider shall be solely and exclusively liable to discharge all statutory and other liabilities in respect of the Temporary hands provided to the JSWSMS including but not limited to ESIC and EPF etc. The JSWSMS shall have no liability whatsoever with respect to the aforesaid, except the reimbursement of statutory EPF/ESI, which the provider has deposited with the EPF/ESI, authorities as employer's contribution. The JSWSMS shall reimburse on receipt of proof of deposit in respect of EPF/ESI. The Challan to be submitted should exclusively pertain to the persons provided to the JSWSMS only.
- 3.9 The provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This JSWSMS shall, in no way, be responsible for settlement of such issues whatsoever.
- 3.10 The JSWSMS shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

- 3.11 The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this JSWSMS during the contract period or after expiry of the contract.
- 3.12 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 nor for any relaxation for absorption in the regular / otherwise capacity in this JSWSMS.
- 3.13 Provider shall be responsible for all losses/damages to the JSWSMS's property, under their charge or to the property specifically entrusted for safe custody to the personnel deployed by Provider. Any loss/damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of his personnel will be made good by the Provider. In case of any complaint an enquiry will be conducted by the JSWSMS and report submitted to the Director, RWSSP, JSWSMS for further action.
- 3.14 The temporary personnel so deployed will not indulge in any criminal activities, mal-practices or undesirable acts. In such case, they will be dealt with under the provision of law and Provider will be fully responsible for their conduct.
- 3.15 The Provider shall continue to be responsible for the personnel employed by him, in respect of terms and conditions of their service, payments, attendance, medical care, other disciplinary matters etc. who shall remain fully under the administrative and financial control and supervision of the Provider, except that the JSWSMS shall be the sole Arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this Agreement.
- 3.16 The Personnel deployed by the Provider to JSWSMS shall at no time be treated as the employees of the JSWSMS and also shall have no claim to be regularized in the services of the JSWSMS. But the Provider will not change the personnel once deployed by it in the JSWSMS without prior permission of the JSWSMS, as the frequent changes in deployment of the Personnel may hamper the day to day work of the JSWSMS. **In case resignation, 07 days prior notice should be given by Agency or 07 days wages (pay) shall be recovered from the Agency. The penalty charges shall be covered from the present bill under intimation to the Agency.**
- 3.17 The Provider shall have to change over or replace the Personnel as and when required by the JSWSMS whether or not such personnel are found guilty of any misconduct. It shall not be necessary for the JSWSMS to assign any reason to the Provider or the concerned person or any other person in respect of any such change and replacement required by the JSWSMS.
- 3.18 The Provider has to ensure that the Personnel deployed are not forming any Association/Forum in respect of JSWSMS matter nor they should be allowed to join in any Association/Forum of JSWSMS.
- 3.19 The Provider has to ensure timely deployment of Personnel as required by JSWSMS and fulfil other obligation stated in the above said terms and conditions failing which penalty will be imposed by the JSWSMS on case to case basis from time to time. The decision of the JSWSMS shall be final.
- 3.20 The tenderer will undertake not to charge any registration fee from the person to be sponsored. Any complaint in this regard the JSWSMS reserves the right to initiate appropriate action.

#### **4. Legal Obligations of the Provider**

- 4.1 The Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the JSWSMS to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

- 4.2 The Provider shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this JSWSMS or any other authority under Law.
- 4.3 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the JSWSMS.
- 4.4 In case, the Provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the JSWSMS is put to any loss / obligation, monetary or otherwise, the JSWSMS will be entitled to get itself reimbursed out of the outstanding bills of the agency, to the extent of the loss or obligation in monetary terms.

## **5. Financial Obligations of the Provider.**

- 5.1 The successful tenderer will have to deposit Rs.20,000 (Rupees Twenty thousand only as a Security Deposit in the form of Bank Draft from any one of the nationalized bank in favour of JSWSMS (SPMU Account) payable at Ranchi covering the period of the contract. The amount of Security Deposit will not bear any interest whatsoever.
- 5.2 In case of breach of any terms and conditions attached to this contract, the Security Deposit of the agency will be liable to be forfeited by the JSWSMS besides annulment of the contract.
- 5.3 The provider shall provide the proof for having deposited the Service Tax duly certified by the agency be submitted along with the bill of succeeding month. Moreover the Service Tax Challan should match the claim preferred against the JSWSMS.
- 5.4 The successful tenderer has to provide the proof regarding the Account Payee Cheques of wages paid to the temporary personnel engaged by agency to JSWSMS.
- 5.5 The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of the JSWSMS.
- 5.6 Once the financial year is over the provider shall provide the statement pertaining to the EPF on receipt of those from the EPF Organization. Similarly, the ESI Card has to be issued to the persons by the provider.
- 5.7 If any employee of the Provider lodges a complaint with the JSWSMS for Non-payment of wages by the Provider, the Provider will have to explain to the JSWSMS the valid reason within 7 days from the date of inquiry from the JSWSMS as to why the Payment has not been made to the Individual. If the JSWSMS is not satisfied with the reasons given by the Provider, the JSWSMS shall make the payment to the individual and recover the required amount from the Provider's bill.

## **6. Obligations of the JSWSMS.**

- 6.1 The JSWSMS shall specify its exact requirements by providing full details of the work for which the Temporary Personnel is required and, in particular, by notifying the Provider of the required qualifications/work experience/special/remuneration for such work when placing its order. The JSWSMS shall assign the duties of the personnel deployed by the Provider.
- 6.2 The JSWSMS reserves the right to cancel the Contract Agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work Contract. In such eventuality, JSWSMS further reserves the right to get the work done from the open market or through some other agencies

- 6.3 Any person who is in Government Service or an employee of the JSWSMS or DWSD or his/her family members will not be made a partner to the Contract by the Provider directly or indirectly in any manner whatsoever for which an undertaking shall be furnished by the Provider.
- 6.4 In every case in which by virtue of the provision of the Workman's Compensation Act, the JSWSMS, if obliged to pay compensation to such person employed by the Provider in execution of the work, the JSWSMS will be entitled to recover from the Provider the amount of compensation so paid.
- 6.5 The provider shall indemnify the JSWSMS against any and all damage/charges and expenses for which the JSWSMS may be held liable or pay on account of the negligence of the provider or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and damages thereof.
- 6.6 The JSWSMS will not provide any medical facility, residential accommodation or any other facility to the Temporary personnel deployed to JSWSMS by the Provider.
- 6.7 In consideration of the obligation undertaken by the Provider, under this Agreement, the JSWSMS shall pay Providers charges on the basis of number of such personnel actually deployed by the Provider for the effective operation of this Agreement, on the rates specified in the tender notice.
- 6.8 The JSWSMS shall be entitled to terminate the Agreement without assigning any reason merely by giving **one month advance notice in writing to the Provider**. All liabilities of the JSWSMS from this Agreement shall cease on expiry of the said period of one month.
- 6.9 Without prejudice to the above, the JSWSMS shall be entitled to terminate this Agreement without the requirement to give advance notice in the event of any breach or violation by the Provider of any terms of this Agreement or in the event of the Provider acting against the JSWSMS or in the event of any temporary hand provided to the Provider having misconducted himself/herself in connection with the work of the JSWSMS. The JSWSMS shall be sole judge of as to what is against the interests of the JSWSMS, and as to what constitutes misconduct. Forthwith upon termination as aforesaid, the liability and obligation of the JSWSMS under the Agreement shall cease to operate.
- 6.10 There is no privacy of contract by and between the Provider and the JSWSMS. The Temporary Personnel shall have no right to make any claim against the JSWSMS directly or indirectly, monetary including wages or otherwise. They shall also have no right to claim for any regularization as well as no claim against the JSWSMS of any Dues, statutory or otherwise. Similarly, even the representatives of any Temporary Personnel who have worked in the JSWSMS shall have no right or claim against the JSWSMS.
- 6.11 In the event of any dispute or differences arising between the parties in any manner relating to, in respect of or otherwise concerning this Agreement, the same shall be settled by Sole Arbitration by a person nominated by the Secretary in Charge of DWSD. The Provider shall have no objection to such Appointee. The award of the arbitration shall be final and binding to the parties. The arbitration proceedings shall be held at JSWSMS Office, Ranchi.

The above terms and conditions are agreeable and as token of such acceptance accord the signature of the authorized signatory of the Firm hereunder:

**Date:**

**Place:**

**SIGNED BY THE PROVIDER**

**UNDERTAKING**

I/We kindly undertake to provide/sponsor persons as required in the Tender Document as per the terms and conditions specified therein.

I/We undertake not to charge any amount towards Administrative expenses /Registration Charge/Service Charge etc. from the persons to be deployed in expenses.

**Name of Proprietor/Firm**

**Date:** .....

**Place:** .....

**Signature of the Authority/Authorized Persons (with seal)**