



DISTRICT RURAL DEVELOPMENT AGENCY

MAYURBHANJ, BARIPADA

Dist.-Mayurbhanj, Odisha. Pin-757002

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Annexure - I

Letter No. 4281 / DRDA/ Date: 21/06/2021

**INVITATION OF PROPOSAL FOR HIRING OF STAFF ON
OUTSOURCING BASIS.**

Sealed tenders are invited from reputed Manpower Service Provider Agency to provide the services of 52 nos. of MGNREGA Assistants for Blocks, 2 nos. of Assistants for DRDA for handling Grievances, Social Audit; 26 nos. of Additional Computer Programmer (ACP) for Blocks and 26 nos. of Data Entry Operator (DEO) for a period of one year on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid post has been given in the Tender Document which may be downloaded from the District website i.e. (www.mayurbhanj.nic.in). The last date and time for submission of Tender Document is 7/7/21 upto **05.00 PM** by Speed Post or Registered Post only at the Address mentioned below.

Project Director,

District Rural Development Agency,

Mayurbhanj, Baripada-757002.

Technical bid will be opened on 8/7/2021 at **11.00 AM**.

Financial bid will be opened on 8/7/2021 at **01.00 PM**.

The undersigned reserves the right to accept or cancel any application without assigning any reason(s) thereof.


**Project Director,
DRDA, Mayurbhanj.**

ANNEXURE-II

TENDER DOCUMENTS



Contents of Tender Documents

SI No.	Description of contents	Page Number
1.	Scope of work and general instruction for service bidders	3-5
2.	Technical requirements for the tendering manpower service provider	6
3.	Technical specification for the service provider and the manpower to be deployed in the DRDA by the service provider	7
4.	Tender Application-Technical Bid	8-10
5.	Tender Application-Financial Bid	11
6.	Terms and Conditions	12-17
7.	List of documents to be provided with technical bid	18
8.	List of documents to be submitted by the successful agency before deployment of manpower	19
9.	Model Agreement	20-21
10.	Terms and Conditions of Agreement	22-26
11.	Documents to be attached chronologically (By Outsourcing Agency)	27-

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Rural Development Agency, Mayurbhanj requires the service of reputed, well established and financially sound Manpower Service Providers to provide services of **54** number of MGNREGA Assistant @ 2 (two) per Block, 1 (one) Grievance Redressal Assistant, 1 (one) Social Audit Assistant at DRDA, **26** number of ACP @ 1 (one) per Block and **26** number of DEO @ 1 (one) per Block on contractual basis for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from **01.08.2021** and would continue till **31.07.2022**. The period of the contract may be further extended beyond **31.07.2022** provided the requirement of the DRDA Mayurbhanj for manpower persists at that time or may be curtailed / terminated before **31.07.2022** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the DRDA Mayurbhanj's requirements. The DRDA Mayurbhanj however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This DRDA Mayurbhanj has tentative requirement for **54** number of MGNREGA Assistant @ 2 (two) per Block, 1 (one) Grievance Redressal Assistant, 1 (one) Social Audit Assistant at DRDA, **26** number of ACP @ 1 (one) per Block and **26** number of DEO @ 1 (one) per Block. The requirements may decrease in any/ all the categories.
4. The estimated cost of the contract is Rs. **1,23,70,560/-** (Rupees One Crore Twenty Three Lakhs Seventy Thousands Five Hundred Sixty) only.
5. The tender document can be downloaded from the website **www.mayurbhanj.nic.in**
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Tender paper cost of **Rs. 10,000/-** (Ten thousands) only & Earnest Money Deposit (EMD) of **Rs. 1,00,000/-** (Rupees One lakh) only and other requisite documents by 7/7/2021 up to **5:00 PM** to District Rural Development Agency Mayurbhanj. The Tender Paper cost is non refundable.



7. The various crucial dates relating to "Tender for Providing Manpower Services to the District Rural Development Agency, Mayurbhanj are cited as under.
- (a) Date and time of receipt of the Tender documents by speed post/ Registered post: 7/7/2021 up to **5:00 PM**
- (b) Date and time for opening of
- (i) Technical Bid : 8/7/2021 , at **11 AM**
- (ii) Financial Bids of eligible Tenders : 8/7/2021 , at **01 PM**
- And selection
- (c) Likely date for commencement of
Deployment of required manpower : **01.08.2021**
8. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to District Rural Development Agency, Mayurbhanj" & "Financial Bid for Providing Manpower Services to District Rural Development Agency, Mayurbhanj". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to District Rural Development Agency, Mayurbhanj**".
9. The Tender paper cost of Rs. **10,000/-** (Ten thousands) only and Earnest Money Deposit (EMD) of Rs **1,00,000/-** (Rupees One lakh)only, refundable (Without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand draft/Pay order drawn in favour of Project Director, District Rural Development Agency, Mayurbhanj failing which the tender shall be rejected summarily.
10. The successful bidder will have to deposit a Performance Security Deposit of Rs **2,50,000/-** (Rupees Two lakh fifty thousand only) in the form of Bank Guarantees from Nationalized bank drawn in favour of Project Director, District Rural Development Agency, Mayurbhanj covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.

11. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Central Government / any Gazetted Officer not below the rank of Sub-Collector of the State Governments, along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
- (a) Registration certificate of the organization.
 - (b) Copy of PAN / GIR card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI certificates and latest return filed by the agency;
 - (e) Copy of the GST registration certificate and latest return filed by the agency;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
14. The Technical bids shall be opened on the scheduled date and time at 11:00 AM on 8/7/2021 in the office of Project Director, District Rural Development Agency, Mayurbhanj in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 1 PM on 8/11/2021 in the office of Project Director, District Rural Development Agency, Mayurbhanj in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The Competent Authority of the District Rural Development Agency, Mayurbhanj reserves the right to reject all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specification.
 - a. The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the user DRDA Mayurbhanj / Office. Besides, if the DRDA Mayurbhanj / Head of DRDA Mayurbhanj / Controlling Officer are procuring manpower for deployment in their Field Office (s), the manpower service provider should provide the name, designation and contract number of the person to liaise with the said Field Office (s).
 - b. They should be registered with the appropriate registration authority.
 - c. They should have at least three years experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
 - d. They should have their own Bank Account;
 - e. They should be registered with Income Tax and GST Department.
 - f. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
 - g. They should have any other regulatory clearance (to be specified by the user DRDA, Mayurbhanj that may be required for providing manpower services.
 - h. The Minimum annual turn-over of the company of last 3 years shall at least be 5 times of the present contract value.
 - i. The Agency must have executed contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
DISTRICT RURAL DEVELOPMENT AGENCY, MAYURBHANJ**

1. She/ He should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for MGNREGA Assistants, Grievance Redressal Assistants, Social Audit Assistants, Additional Computer Programmer and Data Entry Operator will be Graduation in any discipline with Computer Knowledge.
3. The Candidate shall be well conversant in computer and essentially well trained in MS Office and internet. He should also be proficient in other standard packages & applications.
4. The Candidate shall have working knowledge of English and Odia.



APPLICATION- TECHNICAL BID

**For Providing Manpower Services to District Rural Development
Agency, Mayurbhanj**

1. **Name of Tendering Manpower Service Provider:** _____
_____.

2. **Details of Tender Paper Cost & EMD: DD No.** _____
date _____ **of** _____ **drawn on Bank**
_____.

3. **Name of Proprietor/ Partner / Director:**

_____.

4. **Full Address of Registered Office:**

Telephone No. :

Fax No. :

E-Mail Address :

5. **Full Address of Operating / Branch Office:**

Telephone No. :

Fax No. : _____
E-Mail Address : _____

6. **Name & Telephone No. of Authorized Officer / Person to liaise with Field Office (s):**

7. **Bank of Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years):**

8. **PAN/ GIR No. (Attach attested copy):**

9. **GST Registration No. (Attach attested copy):**

10. **E.P.F. Registration No. (Attach attested copy):**

11. **E.S.I. Registration No. (Attach attested copy):**

12. **Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years:**

Financial Year	Amount (in lakhs)	Remarks, if any
2017-18		
2018-19		
2019-20		

13. **Additional information, if any (Attach Separate Sheet if space provided is insufficient):**

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

(if the space provided is insufficient, a Separate Sheet may be attached)

SI No.	Name of Client address, Telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. in lakhs)	Duration of Contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any (Attach Separate Sheet, if required):

Date:

Signature of Authorized Person

Place:

Name:

Seal :

Declaration

1. I, _____ Son/ Daughter/ Wife of Shri

Proprietor / Director/ Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

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

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

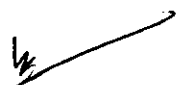
Date:

Signature of Authorized Person

Place:

Name:

Seal :



APPLICATION – FINANCIAL BID

**For Providing Manpower Services to District Rural Development
Agency, Mayurbhanj**

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

Sl No.	Manpower Type	Monthly Rate per Person						
		Take home remuneration per month	EPF	ESI	Other Statutory dues, if any	Service Charge	GST	Total per person
1.	MGNREGA Assistant	Rs10,000.00						
2.	Grievance Redressal Assistant	Rs10,000.00						
3.	Social Audit Assistant	Rs10,000.00						
4.	Additional Computer Programmer	Rs10,000.00						
5.	Data Entry Operator	Rs 8,880.00						

Date:

Place:

Signature of Authorized Person

Name:

Seal :

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

TERMS CONDITIONS

1. The Agreement shall commence from **01.08.2021** and shall continue till **31.07.2022** unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on **31.07.2022** unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The D.R.D.A., Mayurbhanj, at present has tentative requirement of 54 nos. of MGNREGA Assistant, 26 nos. of ACP and 26 nos. of DEO on urgent basis. The requirement of the D.R.D.A., Mayurbhanj may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower service, if required on the same terms and condition.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
7. The authority reserves the right to terminate the agreement during initial period also after giving 15days notice to the manpower service provider.
8. The person deployed shall be required to report for work at 10.00AM to the Project Director, D.R.D.A. or such other Officer as may have been kept in charge of the Office establishment of the Office concerned and would leave at 5.30PM and may also require to work beyond 5.30PM for which he would not be paid any extra remuneration. In case the person deployed remains absent



- on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the D.R.D.A., Mayurbhanj, so that optimal services of the persons deployed could be availed without any disruption.
 10. The entire financial liability in respect of manpower service deploy in the D.R.D.A., Mayurbhanj or office concerned shall be that of the manpower service provider and the D.R.D.A., Mayurbhanj or office concerned will in no way be liable. It will be the responsibility of the manpower service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the D.R.D.A., Mayurbhanj or office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated EMD & security deposits shall be forfeited.
 11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
 12. For all intents and purposes, the manpower service provider shall be "employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the D.R.D.A., Mayurbhanj or office concerned.
 13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The D.R.D.A., Mayurbhanj shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the D.R.D.A., Mayurbhanj office concerned and authorize representative of the manpower service provider.
 14. The D.R.D.A., Mayurbhanj shall be not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the

course of their performing the functions/duties, or for payment towards any compensation.

15. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
18. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour commissioner, Provident fund authorities, Employees state insurance corporation etc. and a copy of the registered 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 of cost.
19. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employee state insurance, whatever applicable.
20. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the D.R.D.A., Mayurbhanj of office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

24. The person 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 application laws besides, action for breach of contract.
25. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the D.R.D.A., Mayurbhanj or office concerned shall have no liabilities in this regard.
26. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the D.R.D.A., Mayurbhanj or office concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the D.R.D.A., Mayurbhanj or office concerned.
27. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the D.R.D.A., Mayurbhanj of office concerned or any other authority under law.
28. The tax deduction at source (T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the D.R.D.A., Mayurbhanj or office concerned.
29. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the D.R.D.A., Mayurbhanj to the office concerned is put to any loss/obligation, monetary or otherwise, the D.R.D.A., Mayurbhanj to the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
30. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The D.R.D.A., Mayurbhanj of office concerned will have no liability towards non-payment of remuneration to the

person 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 D.R.D.A., Mayurbhanj or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

FINANCIAL

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest of **Rs 1,00,000/-** (Rupees One Lakh) only in the form of Demand draft/ Pay order drawn in favour of Project Director, District Rural Development Agency, Mayurbhanj **failing which the tender shall be rejected out rightly.**
32. The Earnest Money Deposit in respect of the agencies which do not qualify the technically bid (first state)/ Financial bid (second competitive stage) shall be returned to them. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
33. The successful tenderer will have to deposit a Security amount of Rs **14,14,110/-** (Rupees Fourteen Lakh Fourteen Thousands One Hundred Ten) in the form of Fixed Deposit (FDR) made in the name of the Agency but Hypothecated to the Project Director, District Rural Development Agency, Mayurbhanj covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful bidder.
34. The successful bidder will have to deposit a Performance Security Deposit of Rs **2,50,000/-** (Rupees Two Lakh Fifty Thousand) only in the form of Bank Guarantees from Nationalized bank drawn in favour of Project Director, District Rural Development Agency, Mayurbhanj covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.

35. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
36. The manpower service provider shall raise the bill in duplicate along with attendance sheet duly verified by the D.R.D.A., Mayurbhanj or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As per as possible the payment will be released by the second week of the succeeding month.
37. The claim in bills regarding Employees State Insurance, Provident Fund, GST, etc. should necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the D.R.D.A., Mayurbhanj or office concerned.
38. The amount of penalty calculated @Rs.100 per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
39. The authority reserve the right to withdraw or relax any of the terms and conditions 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 all 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.
42. The successful bidder will enter into an agreement with this D.R.D.A., Mayurbhanj for supply of suitable and qualified manpower as per requirement of this D.R.D.A., Mayurbhanj on the above terms and conditions.



DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the last 3 yrs. IT Return filed by agency;
6. Attested copy of the GST registration certificate and latest return filed by the agency;
7. Attested copy of the E. P.F. registration certificate and latest return filed by the agency;;
8. Attested copy of the E.S.I. registration certificate and latest return filed by the agency;;
9. Certified document in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages 12 to 17 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.



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

1. List of Manpower shortlisted by agency for deployment in **DISTRICT RURAL DEVELOPMENT AGENCY, MAYURBHANJ**, containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-data of all persons
3. Any other document considered relevant.



MODEL AGREEMENT

This agreement is made on this _____ day of _____ between the Governor of Orissa represented by Project Director, DRDA, Mayurbhanj herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part.

And

M/s _____ represented by Sri _____
Herein after called the "Manpower Service Provider" which expression shall where the context so requires or admits also include its successors or assignees of the other part.

Where the authority desire that the service of _____ are required in _____ DRDA, Mayurbhanj/office.

And whereas the Manpower Service Provider has offered its willingness to the same in conformity with the provision of the agreement.

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

Now this agreement witnesses as below:-

1. That the annexure containing the terms and conditions shall be deemed to form and to be read and constructed 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 DRDA, Mayurbhanj/office in conformity with the provisions of the terms 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 conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid upto _____.

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 officer authority
officer acting in the premises for
and on behalf of the
Governor of orissa.*

In the presence of witness

Witness

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

Witness

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



TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from(date) and shall continue till(date) unless it is curtail or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The agreement shall automatically expire on(date) unless extended further by the mutual consent of the Manpower Service Provider and the authority.
3. The agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for further specific period mutually agreed upon by the Manpower Service Provider and the authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its right and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at a subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00AM to the project director, DRDA or such other officer as may have been kept in charge of the office establishment of the office concerned and would leave at 5.30PM and may also be required to work beyond 5.30PM for which he would not be paid any extra remuneration. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA Mayurbhanj, so that

optimal services of the persons deployed could be availed without any disruption.

9. The entire financial liability in respect of manpower service deploy in the DRDA Mayurbhanj or office concerned shall be that of the manpower service provider and the DRDA Mayurbhanj or office concerned will in no way be liable. It will be the responsibility of the manpower service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the DRDA Mayurbhanj or office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated EMD & security deposits shall be forfeited.
10. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the DRDA Mayurbhanj or office concerned.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DRDA Mayurbhanj shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the DRDA Mayurbhanj office concerned and authorize representative of the manpower service provider.
13. The DRDA Mayurbhanj shall be 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.
14. 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.
15. In case of termination of this agreement in 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.
 16. The person deployed shall not claim any benefit or compensation 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.
 17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident fund authorities, Employees State Insurance Corporation etc. and a copy of the registered 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 of cost.
 18. 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, whatever applicable.
 19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
 20. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the DRDA Mayurbhanj of office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
 21. The person 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 application laws besides, action for breach of contract.

22. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the DRDA Mayurbhanj or office concerned shall have no liabilities in this regard.
23. The manpower service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the DRDA Mayurbhanj or office concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the DRDA Mayurbhanj or office concerned.
24. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the DRDA Mayurbhanj of office concerned or any other authority under law.
25. The tax deduction at source (T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the DRDA Mayurbhanj or office concerned.
26. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the DRDA Mayurbhanj to the office concerned is put to any loss/obligation, monetary or otherwise, the DRDA Mayurbhanj to the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
27. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The DRDA Mayurbhanj of office concerned will have no liability towards non-payment of remuneration to the person 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 DRDA Mayurbhanj or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.

28. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
29. The manpower service provider shall raise the bill in triplicate along with attendance sheet duly verified by the DRDA Mayurbhanj or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
30. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should necessarily be accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DRDA Mayurbhanj or office concerned.
31. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
32. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority for controlling officer for his decision and the same shall be binding on all parties.
34. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

