



## **DISTRICT RURAL DEVELOPMENT AGENCY, KENDRAPARA**

**ଜିଲ୍ଲା ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ସଂସ୍ଥା, କନ୍ଦ୍ରାପଡ଼ା**

**Phone No:06727-220064, E-Mail- [ori-dkendrapada@nic.in](mailto:ori-dkendrapada@nic.in) ,PIN-754211**

**No. 2334 /DRDA / Date 03.07.2020**

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

Sealed tender are invited from reputed Manpower Agency/ Service Providers to provide the services of 18 (eighteen) nos. of MGNREGS Assistants for Blocks, 2(two) nos. of MGNREGS Assistants for Districts (1 (one) Grievance Redressal Assistant, 1 (one) Social Audit Assistant) and 9 (Nine) nos. of Additional Computer Programmer (ACP) for Block for handling grievances, Social Audit and other MGNREGS activities for a period of one year through a suitable placement agency on contract basis for day to day official work.

The detail information for outsourcing the service of aforesaid post has been given in the Tender Document which may be downloaded from the website [www.Kendrapara.nic.in](http://www.Kendrapara.nic.in) The last date and time for submission of Tender Document is 18/07/2020 by 5.00 P.M by speed post/ registered post/Drop Box only at the address mentioned below.

**Project Director  
District Rural Development Agency, Kendrapara  
At/Po/Dist-Kendrapara  
Pin-754211, Odisha**

Technical Bid of all the participating Agencies will be opened on 20/07/2020 (Date) at 11.00 A.M at DRDA, Kendrapra. Financial Bid of the eligible Bidder shall be opened at DRDA, Kendrapara after evaluation of Technical Bid and date of opening of financial Bid will be intimated in due course.

The undersigned reserves the right to cancel the tender without assigning any reason thereof

Project Director  
District Rural Development Agency,  
Kendrapara

**Annexure-II**

**TENDER DOCUMENT**

## **Contents of Tender Document**

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3	Technical Specification for the service provider and the Manpower to be deployed in the DRDA by the service provider.	
4	Tender Application-Technical Bid	
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6	Terms and conditions	
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## SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Rural Development Agency, **Kendrapara** requires the services of reputed, well established and financially sound Manpower Services Providers to provide Services of 18 **(Eighteen)** no of MGNREGS Assistants @ 2 per Block , 1(one) Grievance Redressal Assistant, 1 (one) Social Audit Assistant and 9 (Nine) no. of ACP @ 1 per Block on Contract Basis for day to day official work.
2. The contract of providing the aforesaid Manpower is likely to commence from **actual date of joining** and would continue till **completion of one year w.e.f actual date of joining**. The period of contract may be further extended beyond the completion of one year provided the requirement of the **DRDA, Kendrapara** for Manpower persists at that time or may be curtailed/ terminated before expiry date of the engagement owing to deficiency in service or sub-standard quality of Manpower deployed by selected service provider or because of change in the **DRDA, Kendrapara's** requirements. The **DRDA, Kendrapara** however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected service provider.
3. The **DRDA, Kendrapara** has tentative requirement for 18 (Eighteen) nos of MGNREGS Assistants, for Blocks, 1 (one) no of Grievance Redressal Assistants, 1 (one) no of Social Audit Assistant for District and 9 (Nine) no. of ACP for Block. The requirements may increase in any/all the categories.
4. The estimated cost of the contract is **Rs. 27,84,000.00**
5. The tender document can be downloaded from the website [www.Kendrapara.nic.in](http://www.Kendrapara.nic.in)
6. The interested Manpower Service Provider may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.13,920.00** and other requisite documents by 18/07/2020 **upto 5.00 P.M** at District Rural Development Agency, **Kendrapara**.
7. The various crucial dates relating to "Tender for Providing Manpower Service to the District Rural Development Agency, **Kendrapara** are cited as under.
  - (a) Date and time of receipt of the Tender document by speed post/ Registered post/ Drop Box:  
on dtd. 18/07/2020 before 5.00 **P.M**
  - (b) Date and Time for opening of
    - (i) Technical Bid on dtd 20/07/2020 at 11.00 A.M
    - (ii) Financial Bids of eligible Tenders will be intimated.
  - (c) Likely date for commencement of  
  
Deployment of Required manpower: .....

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 /Financial Bid for Providing Manpower Services to District Rural Development Agency, Kendrapara”** Both sealed envelopes should be kept in a third sealed envelopes super scribing **“Tender for Providing Manpower Services to District Rural Development Agency, Kendrapara.**
9. The Earnest Money Deposit (EMD) of **Rs. 3,300.00** (Rupees Three Thousand Three Hundred)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, **Kendrapara** failing which the tender shall be rejected summarily.
10. The Successful tender will have to deposit a performance security Deposit of **Rs. 50,000.00** (Rupees Fifty Thousand) only in the form of Bank Guarantees from any Nationalized Bank drawn in favour of Project Director, District Rural Development Agency, Kendrapara covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
11. The Tendering Manpower Services providers are required to enclose photocopies of the following documents (duly Self attested) along with the Technical Bid, failing which their bids shall be summarily / our rightly rejected and will not be considered any further:
  - (a) Registration certificate of the applicants 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;
  - (e) Copy of the Service Tax Registration certificates;
  - (f) Certified extracts of the Bank Account containing transaction 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 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 in the office room of Project Director, District Rural Development Agency, Kendrapara 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 renderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened as per intimation in the office room of Project Director, District Rural Development Agency, 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, **Kendrapara** reserves the right to cancel the tender without assigning any reason thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications.
  - (a) The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the DRDA, Kendrapara Besides, if the Project Director, DRDA, Kendrapara is procuring manpower for deployment in their Field Office (S), the manpower service provider should provide the name, designation and contact 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 two / three years' experience in providing manpower to Government Departments / Public Sector companies Bank etc.
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income Tax and Service Tax Department.
  - (f) They should be registered with appropriate authorities under Employees provident fund and State Insurance etc.
  - (g) They should have any other regulatory clearance (to be specified by the user DRADA, Kendrapara) that may be required for providing manpower services.
  - (h) They Minimum Annual turnover of the company shall at least be 5 times of the present contract value i.e.1.4 crore in any of the last three preceding years.
  - (i) The Agency must have executed contracts of similar type during any of the preceding 3 years of value equal or more than 60 % of the estimated cost of the present contract i.e Rs.16.70 lakh.

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

1. She / He should be above 18 years age and not exceeding 40 years.
2. The Minimum Educational Qualification for MGNREGS Assistants will be graduation in any discipline with computer knowledge.
3. The Candidate shall be well conversant in computers and essentially well trained in MS Office and Internet. He should also be proficient in others standard packages and applications.
4. The Candidate shall have working knowledge of English and Oriya.

**APPLICATION - TECHNICAL BID**

**For Providing Manpower Services to District Rural Development Agency,  
Kendrapara.**

1. Name of Tendering Manpower Service Provider -----  
-----  
-----
2. Details of Earnest Money Deposit: DD No. ----- Date. -----  
-----of ..... Drawn on Bank -----  
-----
3. Name of Proprietor / Partner / Director: -----  
-----  
-----
4. Full Address of Registration Office -----  
-----  
-----  
-----
  
- Telephone No: -----  
Fax No. -----  
E-mail Address: -----
5. Address of Operating / Branch Office:-----  
-----  
-----  
-----Telephone No: -----  
Fax No: -----  
E-mail Address: -----
6. Name and Telephone No. Of Authorized Officer / Person to lialise with field office(s): -----  
-----  
-----
7. Banker of Manpower Service Provider ( Attach certified copy of statement of A/C for the last three years: -----  
-----  
-----
8. PAN / GIR No. (Attach Attest Copy):-----  
-----
9. Service Tax Registration No. (Attach Attest Copy):-----  
-----  
-----
10. E.P.F Registration No. (Attach Attest Copy):-----  
-----  
-----
11. E.S.I. Registration No. (Attach Attest Copy):-----  
-----  
-----

12. Financial Turnover of the Tendering Manpower Service Provider for the last three financial year: with related document.

<b>Financial Year</b>	<b>Amount ( in Lakh)</b>	<b>Remarks, if any</b>
<b>2017-18</b>		
<b>2018-19</b>		
<b>2019-20</b>		

13. Additional information if any (Attach separate Sheet if space provided is insufficient):

14. Give details of the major similar contracts handle by the tendering Manpower Service Provider during the last Three Years in the following Format with necessary work certificate from the employer.

(If the space provided is insufficient, a separate sheet may be attached)

<b>SL No</b>	<b>Name of the Client Address, Telephone &amp; Fax No.</b>	<b>Manpower Service Provided</b>		<b>Amount of Contract (Rs. In Lakhs)</b>	<b>Duration of Contract</b>	
		<b>Type of Manpower Provided</b>	<b>No</b>		<b>From</b>	<b>To</b>

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

Signature of Authorized Person

Date:

Name:

Place:

Seal:

**Declaration**

1. I, .....Son /Daughter / Wife of Sri 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 condition of the tender and undertake 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.

Signature of Authorized Person

Date:

Name:

Place:

Seal:

## APPLICATION- FINANCIAL BID

### **For Providing Manpower Services to District Rural Development Agency, Kendrapara.**

1. Name of the 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	Take home remuneration	EPF	ESI	Other Statutory Duties, if any	Service charge	Service Tax	Total Per Person
1	MGNREGS Assistant							
2	Grievance Redressal Assistant							
3	Social Audit Assistant							
4	ACP							

The take home remuneration for all the posts shall be Rs.8000/- per month only.

Signature of Authorized Person

Date:

Name:

Place:

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. working days for which duty has been performed each Manpower.

## **Terms & Condition**

1. The Agreement shall commence from .....and shall continue till .....unless it is curtailed or deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on ----- unless extended further by the mutual consent of the Manpower Service Provider and 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 DRDA, Kendrapara, at present, has tentative requirement of 18 (Eighteen) nos of MGNREGS Assistants, 1 (one) no of Grievance Redressal Assistants, 1(one) no of Social Auditor Assistants and 9 (nine) nos of ACP on urgent basis. The requirement of the DRDA, Kendrapara may further increase 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 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10 A.M to the Project Director, DRDA or such Officer as may have been kept in charge of the office establishment of the office concerned and would leave at 5.30 P.M and may also be required to work beyond 5.30 P.M 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 be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA, Kendrapara so that optimal services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of manpower service deployed in the DRDA, Kendrapara or office concerned shall be that of the manpower Service Provider and the DRDA, Kendrapara or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the DRDA, Kendrapara 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 and 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 respect of manpower so deployed. The person deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the DRDA, Kendrapara 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 DRDA, Kendrapara shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee Consisting of a representative of the DRDA, Kendrapara, office concerned and an Authorized representative of the Manpower Service Provider.
14. The DRDA, Kendrapara shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim and 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 registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at this own part and cost.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility to the Manpower Service Provider. The Manpower Service Provider shall be responsible for the contributions towards provident Fund and employees state insurance wherever 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 DRDA, Kendrapara of the office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

### **LEGAL**

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the application laws besides, action for beach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all Statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the DRDA, Kendrapara or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for deposition, all taxes, levies, Cess etc. on account of service renewed by it to the DRDA, Kendrapara or Office concerned 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 DRDA, Kendrapara or office concerned.

25. The Man Power Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the DRDA, Kendrapara or office concerned or any other authority under law.
26. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act/Rule, as amended, from time to time and certificate to this effect shall be provided by the DRDA, Kendrapara or office concerned.
27. In case, the Man Power Service Provider fails to comply with any liability under appropriate Law and as result thereof, the DRDA, Kendrapara or the office concerned is put to any loss/ obligation, monetary or otherwise, the DRDA, Kendrapara or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Man Power Service Provider, to the extent to the loss or obligation in monetary terms.
28. Agreement is liable to be 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, Kendrapara or 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, Kendrapara or office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

### **FINANCIAL**

29. The Technical Bid should be accompanied with an Earnest money Deposit(EMD), refundable without interest, of (Rupees 0.5% of the contract value) in the form of Demand draft/ pay Order drawn in favour of Project Director, District Rural development Agency, Kendrapara **failing which the tender shall be rejected out rightly.**
30. The Earnest Money Deposit in respect of the agencies which do not qualify the technically Bid (first state)/ Financial Bid(Second Competitive stages)s

shall be returned to them without any interest. In case of successful tender if the agency fails to deploy the required manpower against the initial requirement within 30 day from date of placing the order the EMD shall stand forfeited without giving any further notice.

31. The successful rendered will have to deposit a security amount of Rs.60,000.00 (one month employee cost including statutory dues in the form of fixed deposit Receipt(FDR) made in the name of the agency but Hypothecated to the Project director, District rural Development Agency, Kendrapara, covering the period of contract. In case the, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tendered.
32. The successful rendered will have to deposit performance security deposit of Rs.50,000.00(Rupees Fifty Thousand) only in the form of bank Guarantee from only nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract if further extended beyond the initial period the bank guarantee will have to do accordingly renewed by successful tenders. The amount of performance security Deposit is to be determined by the Authority taking into account the contractual obligation of the Manpower Service Provider.
33. The Manpower Service Provider shall raised the bill, in triplicate, along with attendance sheet duly verified by the DRDA, Kendrapara or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
34. The claim in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DRDA, Kendrapara or Office concerned.
35. The amount of penalty calculated @Rs 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working

days by Manpower Service Provider shall be deducted from its monthly bills in succeeding month.

36. 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.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher Authority or controlling officer for his decision and same shall be binding on all parties.
38. 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.
39. The successful bidder will enter into an agreement with this DRDA, Kendrapara for supply of suitable and qualified manpower as per requirement of this DRDA Kendrapara on the above terms and conditions.

## **DOCUMENT 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 latest IT return filed by agency;
6. Attested copy of the Service Tax registration certificate;
7. Attested copy of the E.S.I. registration letter/certificate;
8. Certified document in support of the financial turnover of the agency;
9. Certified Documents in support of entries in column 13 of Technical Bid application;
10. Copy of the terms and conditions at pages----- tender documents with each page duly signed and sealed by the Authorized signatory of the Agency in token of their acceptance.

**DOCUMENT 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, Kendrapara, containing full details i.e. date of birth, marital status, address, educational qualification 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 Collector-cum-DPC, herein after referred to as the “ Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

M/s -----represented by Sri -----, here-in-after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successor or assignees of the other part.

Whereas, the “Authority” desire that the service of “-----” are required in DRDA, Kendrapara/ office;

And whereas the “Manpower Service Provided” 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:-**

40. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
41. 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 agreed as “----- ” in (name of the DRDA), Kendrapara / Office) in conformity with the provisions of the Terms and conditions.
42. 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.
43. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.
44. 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**

**Witness**

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

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

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

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

## **TERMS AND CONDITIONS OF THE AGREEMENT**

1. 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.
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 rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, It would be deemed to be breach of terms of agreement making it liable for legal action besides terminations of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Project Director, DRDA or such other Officer as may have been kept in charge of the Establishment of the Office concerned and would leave at 5.30 PM and may also be required to work beyond 5.30 PM 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, Kendrapara so that optimal services of the persons deployed could be availed without any disruptions.
9. The entire financial liability in respect of manpower services deployed in the DRDA, Kendrapara or Office concerned shall be that of the Manpower Service Provider and the DRDA, Kendrapara or Office concerned will in no way be liable . It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the DRDA, Kendrapara 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 and 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 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 DRDA, Kendrapara or Office concerned.
12. The manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The DRDA, Kendrapara shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Manpower Service Provider the deployed persons can place their grievance before a joint Committee consisting of a representative of the DRDA, Kendrapara or Office concerned and an Authorized representative of the Manpower Service Provider.
13. The DRDA, Kendrapara 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.

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 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.
16. 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.
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 registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
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, wherever applicable.
19. The persons deployed by the 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, enhance the image of the DRDA, Kendrapara or office concerned. The Manpower Service Provider shall be responsible for any act of discipline 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 applicable 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 workers in respect of the person deployed by it in the DRDA, ..... or office concerned. The DRDA, ..... of office concerned shall have no liability 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, Kendrapara or office concerned 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 DRDA, Kendrapara 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, Kendrapara or office concerned of any other authority under law.
25. The Tax deduction at source (T.D.S) shall be done as per the provision of income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the DRDA, Kendrapara 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, Kendrapara or the office concerned 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.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The DRDA, Kendrapara or 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 of damage is caused to the DRDA, Kendrapara or office concerned by the person deployed, the same shall 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 this 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 raised the bill, in triplicate, along with attendance sheet duly verified by the DRDA, Kendrapara or office concerned in respect of the person deployed and submit the same 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 claims in bills regarding Employees sate Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DRDA, Kendrapara 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 the 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 condition 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 or 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.