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**OFFICE OF THE PROJECT DIRECTOR, DISTRICT RURAL
DEVELOPMENT AGENCY (DRDA), JAJPUR**

TENDER CALL NOTICE

No. 1458 /Dt. 15.03.2021

Sealed tenders are invited from the reputed manpower agencies / Service Providers to provide the services of 10 nos of Additional Computer Programmer (ACP) @1 each in 10 Blocks and 22 nos of MGNREGS Assistants @2 each in 10 Blocks & DRDA, Jajpur to handle days to day MGNREGS works for period of one year i.e. (01.04.2021 to 31.03.2022) on contractual basis for day to day official work. The engagement of Manpower Agencies / Service Providers shall be made through two bid systems i.e. Technical & Financial bid separately. The Technically qualified Manpower Agencies / Service Providers Firms can only participate in the Financial bid. The undersigned reserves the right to accept or cancel any or all tenders without assigning any reason(s) thereof.

For details please visit our website in www.jajpur.nic.in .

1. The last date and time for submission of tender documents is 30.03.2021 by 1.30 P.M by speed post / registered post at the address mention below.

**The Project Director,
District Rural Development Agency (DRDA), Jajpur
At/PO-Jajpur, Dist-Jajpur, PIN-755001**

2. Date & time for opening of
(i) Technical Bid : 30.03.2021 at 4.00 PM
(ii) Financial Bid : 30.03.2021 at 5.30 PM


**Collector-cum-DPC (MGNREGS)
Jajpur**

Memo No. 1459 /dt 15.03.2021

Copy forwarded to the D.I.O. NIC, Jajpur for information. He is requested to web-hoist the tender call notice in the Jajpur district website for wide publication.

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Collector-cum-DPC (MGNREGS)
Jajpur

Memo No. 1460 /dt 15.03.2021

Copy forwarded to all Block Development Officers of Jajpur District / All Tahasildars, Jajpur / All Executive Officers, Jajpur for information. They are requested to display the tender call notice in their office notice board for information of the general public.

q

Collector-cum-DPC (MGNREGS)
Jajpur

Memo No. 1461 /dt 15.03.2021

Copy to the notice board of the District Rural Development Agency (DRDA), Jajpur for information of the general public.

q

Collector-cum-DPC (MGNREGS)
Jajpur

TENDER PAPER

FOR

**INVITATION OF PROPOSAL FOR HIRING OF STAFF ON
OUTSOURCING BASIS TO THE OFFICE OF THE PROJECT
DIRECTOR, DISTRICT RURAL DEVELOPMENT AGENCY
(DRDA), JAJPUR .**

Contents of Tender Document.

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS.

1. The District Rural Development Agency (DRDA) Jajpur, requires the service of reputed, well established and financially sound Manpower Service Providers to provide services of 10 nos of Additional Computer Programmer (ACP) @1 in each Block and 22 nos of MGNREGS Asst. @2 in each Block & @2 in DRDA, Jajpur on contract basis for day to day official work under MGNREGS in ten Blocks & also in the Office of the District Rural Development Agency (DRDA), Jajpur.
2. The contract of providing the aforesaid manpower is likely to commence from 01.04.2021 and would continue till 31.03.2022 (12 months). The period of contract may be further extended beyond expiry of the agreement period, provided the requirement of the DRDA, Jajpur for manpower persists at that time or may be curtailed / terminated before 31.03.2022 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Office requirements. The District Rural Development Agency (DRDA), Jajpur, however, reserves right to terminate this initial contract at any time after giving one weeks' notice to the selected Service Provider.
3. The District Rural Development Agency (DRDA), Jajpur has tentative requirement for 10(Ten) numbers of Additional Computer Programmer (ACP) and 22 (Twenty Two) numbers of MGNREGS Asst. The requirement may increase in any / all the categories.
4. The tentative estimated cost of the contract is Rs.38,40,000.00
5. The tender document can be downloaded from the district website i.e. www.jajpur.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.50,000.00 (Rupees Fifty thousand) only** and other requisite documents by 30.03.2021 up to 1.30 PM at the District Rural Development Agency (DRDA), Jajpur, At/Po/Dist:-Jajpur, Pin-755001.
7. The various crucial dates relating to "**Tender for Providing Manpower Services to the District Rural Development Agency (DRDA), Jajpur**" are cited as under.
 - (a) Last date and time of receipt of the Tender documents by speed post / registered post at the Office of the District Rural Development Agency (DRDA), Jajpur. : **30.03.2021 at 1.30 PM.**

- (b) Date and time for opening of
- | | | | |
|------|------------------------------------|---|-----------------------|
| (i) | Technical Bid | : | 30.03.2021 at 4.00 PM |
| (ii) | Financial Bids of eligible Tenders | : | 30.03.2021 at 5.30 PM |
- And selection
- (c) Likely date for commencement of Deployment of required manpower : 01.04.2021
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 & Financial Bid "for Providing Manpower Services to the District Rural Development Agency (DRDA), Jajpur"**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to District Rural Development Agency (DRDA), Jajpur**".
9. The Earnest Money Deposit (EMD) of Rs.50,000.00 (Rupees Fifty thousand) 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 the Project Director (DRDA), Jajpur **failing which the tender shall be rejected summarily**.
10. The successful tender will have deposit a performance Security Deposit (10% of the total amount quoted) of Rs.3,84,000.00 (Rupees Three lakh eighty four thousand) only in the form of Fixed Deposit Receipt (FDR) / Bank Guarantees from any Nationalize Bank pledged in favour of "**Project Director (DRDA), Jajpur** payable at Jajpur 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 tender paper can be obtained from the web site i.e. www.jajpur.nic.in from 16.03.2021 to 30.03.2021. The cost of tender paper @**Rs.5,000/- (Rupees Five thousand)** only must be submitted along with the tender in shape of Banker's Cheque / Bank Draft which is non refundable.
12. The tendering Manpower Service Provider are required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further.
- Copy of Registration Certificate of the applicant's organization.
 - Copy of PAN.
 - Copy of the IT return filed & Audit Report for the last three financial years.
 - Copies of EPF and ESI Registration certificate.

- (e) Copy of the GST Registration Certificate along with up to date GST clearance .
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Copy of Valid Labour License / Registration.
 - (h) Certified copy of turn over by a Chartered Accountant or the Audit Report during last three years.
 - (i) Copy of three years similar Work Experience document.
 - (j) Undertaking regarding the firm should not have been black listed by any Central / State Government Ministries / Departments/ Agencies or any National / International Funding Organization.
 - (k) Bank Draft / Bankers Cheque towards tender paper cost.
13. **The conditional bids shall not be considered and will be out rightly rejected in every first instance.**
14. 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.
15. The Technical bids shall be opened on the scheduled date and time i.e. at 4.00 PM on 30.03.2021, in the office Conference Hall of DRDA, Jajpur in presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 5.30 PM on 30.03.2021 in the Conference Hall of DRDA, Jajpur in presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
17. The Competent Authority of the Office of the District Rural Development Agency (DRDA), Jajpur reserves the right to cancel all bids without assigning any reason.
18. In the case of financial bids found tie/ equal in all respect, the bids will be finalized on draw of lots in presence of the bidder / representatives.

TECHNICAL REQUIREMENT FOR THE TENDERING MANPOWER SERVICE PROVIDER.

1. The tendering manpower service provider should fulfill the following technical specifications.
 - (a) The registered office or of the branch offices of the manpower service providers should be located within the jurisdiction of the user District Rural Development Agency (DRDA), Jajpur / Office. Besides, if the Project Director / Controlling Officer are procuring manpower for deployment in their office(s), the manpower service provider should provide the name, designation and contact number of the person to liaise with the said sections.
 - (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 Service Tax / 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 the District Rural Development Agency (DRDA), Jajpur) that may be required for providing manpower services.
 - (h) The Minimum annual turn-over of the agency shall be Rs.50,00,000.00 (Rupees Fifty lakh) only in average of last three years i.e. (2017-18, 2018-19 & 2019-20).
 - (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 OFFICE OF THE
DISTRICT RURAL DEVELOPMENT AGENCY (DRDA), JAJPUR.**

1. She / He should be above 18 years of age and not be above 40 years for as on date of agreement.
2. The Minimum Educational Qualification for MGNREGS Asst. will be Graduation in any discipline with Proficiency in Computer.
3. The Minimum Educational Qualification for Additional Computer Programmer (ACP) will be Graduation in any discipline with PGDCA from any recognized University/ Institute, OCAC or DOEACC.
4. The candidate shall have functional knowledge of computer and be well versed in MS Office Software and internet. He should also be proficient in other standard packages and applications.
5. The candidate shall have working knowledge of English & Odia on computer.
6. The candidates nominated by the qualifying firms shall be ready to report for work immediately after deployment by DRDA.

Annexure - VI

APPLICATION FOR TECHNICAL BID

For Providing Manpower Services to the District Rural Development Agency (DRDA), Jaipur

- 1. Name of Tendering Manpower Service Provider : _____

 - 2. Details of Earnest Money Deposit : D.D. No. _____
date _____ in favour of _____ drawn on
Bank _____.
 - 3. Name of Proprietor / Partner / Director : _____

 - 4. Full Address of Registered Office : _____

Telephone No: _____
Email Address _____
 - 5. Full Address of Operating / Branch Office : _____

Telephone No: _____
Email Address _____
 - 6. Name & Telephone No. of Authorized Officer / Person to liaise with Office(s)

 - 7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c
for the last three years)
-

8. PAN No. (Attach attested copy)

9. Service Tax 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 years.

Financial Year	Amount in lakh	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)

Sl. No.	Name of Client, Address, Telephone & Fax No.	Manpower Services Provided		Amount of Contract	Duration of contract	
		Type of manpower provided	No.		From	To

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

Date:
Place

Signature of Authorized Person
Name:
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 conditions of the tender and undertake to abide by them:
- 3. The information / document 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 nay false information / fabricated document would lead to rejection of my tender at any state besides liabilities towards prosecution under appropriate law.

Date:
Place

Signature of Authorized Person
Name:
Seal:

Annexure - VI**APPLICATION FOR FINANCIAL BID****For Providing Manpower Assistance to District Rural Development Agency (DRDA), Jajpur**

1. Name of the Tendering Manpower Service Provider _____
2. Rate per person per month

Sl No.	Manpower Type	Monthly rate per person						
		*Take home remuneration	EPF	ESI	Other Statutory dues, if any	Service Charges	GST	Total Per Person
1	2	3	4	5	6	7	8	9
1	Additional Computer Programmer (ACP)							
2	MGNREGS Asst.							

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 or No. of working days for which duty has been performed by each manpower.

* The take home remuneration of out sourcing personnel shall be a consolidated amount of Rs.10,000.00 (Rupees Ten thousand) only per month which shall include the EPF & ESI contribution of employees share and will be paid out of the 6% administrative contingency fund of the MGNREGS.

Terms & Condition

1. The Agreement shall commence from 01.04.2021 and shall continue till 31.03.2022 unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The agreement shall automatically expired on 31.03.2022 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 conditions 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, Jajpur, at present, has tentative requirement 10 (nos) of Additional Computer Programmer (ACP) & 22 (nos) of MGNREGS Asst. on urgent basis. The requirement of the DRDA, Jajpur 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 conditions.
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 state, 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 10.00 AM to the office of the PD, DRDA, Jajpur or office of the Block Development Officers as may have been kept in charge of the office establishment of the office concerned and would leave at 5.30 PM and may also require to work beyond 5.30 PM for which 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 DRDA, Jajpur so that optimal service of the persons deployed could be availed without any disruption.
10. The entire financial liabilities in respect of manpower service deploy in the DRDA, Jajpur or office concerned shall be that of the manpower service provider and the DRDA 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 College 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 shall not have any claim whatsoever like employer and employee relationship against the DRDA, Jajpur or office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievance or resolution of disputes relating to person deployed. The DRDA, Jajpure 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, Jajpure office concerned and an authorized representative of the Manpower Service Provider.
14. The DRDA, Jajpur 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 or 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 not 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 rule 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 requirement for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his 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 of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards Provident Fund and Employee 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, Jajpur of 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 breach 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, Jajpur or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc, no account of service rendered by it to the DRDA, Jajpur 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, Jajpur or office concerned.
25. The Manpower Service Provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the DRDA, Jajpur of office concerned or any other authorities under Law.
26. The Tax Deduction Source (TDS) 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, Jajpur or office concerned.
27. In case the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, The DRDA, Jajpur to the office concerned is put to any loss / obligation, monetary or otherwise, the DRDA, Jajpur 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.
28. 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, Jajpur 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, Jajpur 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) of Rs.50,000/- (Rupees Fifty thousand) only refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Project Director, DRDA, Jajpur **failing which the tender shall be rejected out rightly.**

30. The Earnest Money Deposit in respect of agency which do not qualify the technical bid (first state) / Financial bid (second competitive state)s shall be refunded to then without any interest. **In case of successful tender, if the agency fails to deploy the required manpower against the initial requirement within 30days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
31. The successful tenderer will have to deposit a performance Security Deposit of Rs.3.84.000.00 (Rupees Three lakh eighty four thousand) only in the form of Bank Guarantee from / Fixed Deposit Receipt (FDR) only from any Nationalize Bank drawn in favour of the Project Director, DRDA, Jajpur covering the period of contract, in case, the contract if further extended beyond the initial period, the bank guarantee will have to be accordingly renewed by the 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.
32. In case of breach of any terms and condition attached to this agreement, the performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.
33. The Manpower Service Provider shall raised the bill, in triplicate, along with attendance sheet duly verified by the DRDA, Jajpur 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/GST 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, Jajpur 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 the succeeding month.
36. The authority reserve the right to withdrawn or relax any of the terms and condition 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 the 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 for supply of suitable and qualified manpower as per requirement of this office 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 Card.
5. Attested copy of the latest IT return filed by agency.
6. Attested copy of the GST registration certificate & GSTR 3B for last six months.
7. Attested copy of the EPF registration letter / certificate.
8. Attested copy of the ESI registration letter / certificate.
9. Certified documents in support of the Financial turnover of the agency by a Chartered Accountant or the Audit Report audited by Chartered Accountant during last three years
10. Certified documents in support of entries in column 13 of Technical bid application.
11. Copy of the terms and conditions at pages 10 to 15 in tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Experience during last three years of similar type of works to any Govt. department along with copies of order.
13. Undertaking regarding the firm should not have been black listed by any Central / State Government Ministries / Departments/ Agencies or any National / International Funding Organization.
14. Bank Draft / Bankers Cheque towards tender paper cost.

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

1. List of manpower shortlisted by the agency for deployment in District Rural Development Agency, Jajpur, 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.

AGREEMENT

This Agreement is made on this.....day of Between the Governor of Orissa represented by.....here-in 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;

And

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 successors or assignees of the other part .

Whereas, the "Authority" desires that the services of "....." are required in.....Department/Office;

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions 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 construed as part of this agreement
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "....." n the(name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto

IN WITNESS WHERE OF 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
Authorised to sign on behalf of
Manpower Service Provider**

Signature of PD, DRDA Bargarh

Witness

1. Name:.....

1. Name:.....

Address:.....

Address:.....

2. Name:.....

2. Name:.....

Address:.....

Address:.....

ANNEXURE

TERMS & 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 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 organisation 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 a breach of terms of Agreement making it liable for legal action besides termination 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 Under Secretary or Deputy Secretary or such other 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 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 person deployed may be called on holidays to attend duty as and when required depending on the urgency of work.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department 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 Department or Office concerned.
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 Department 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 Department 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 Department or office concerned and an authorized representative of the manpower service provider.
13. The Department 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 drafter 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 Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The persons deployed shall, during the course of their work be privy to certain qualified Documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
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 Department or office concerned. The Department or 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 Department 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 Department 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 Department or office concerned or any other authority under Law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss obligation, monetary or otherwise, the Department 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 Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons 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 raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submits 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 claims 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 Department 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.