

DISTRICT RURAL DEVELOPMENT AGENCY: BARGARH

AT/P.O./DISTRICT-BARGARH-768028,ODISHA

MGNREGA CELLLetter No.IX-25/2019---**702** dated.10.03.2021**TENDER NOTICE**

Sealed Tender are invited from registered and reputed manpower agencies/service providers to provide the services of 26 MGNREGA Assistants for a period of one year with effect from 01.04.2021 to 31.03.2022 on Outsourcing basis for day to day Official work at DRDA and Block level. The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website www.bargarh.nic.in or obtained in person from APD(Finance),DRDA,Bargarh on any Official working date from 12.03.2021 to 26.03.2021 on payment of non-refundable Rs 5000/-(Five Thousand)only in cash, the receipt of which is required to be filed along with the Tender Document in original. The Outsourcing Agency applying with downloaded tender documents is required to file non-refundable bank draft of Rs 5000/-(Five Thousand) from any nationalised bank drawn in favour of Project Director, DRDA, Bargarh as the cost of tender document. The last date and time for receipt of Tender document is 26.03.2021 by 4.00 PM by Speed Post or Registered Post only (No hand delivery) at the address mentioned below.

Project Director, DRDA, Bargarh,**At-Subash Nagar,PO/District-Bargarh,Odisha,PIN Code-768028.**

The Technical bid of all the participating agencies will be opened on 26.03.2021 at 5.00 PM in the conference hall of DRDA, Bargarh. Financial bid of all the eligible bidders who have qualified in the Technical Bids will be opened on Dated 26.03.2021.The undersigned reserves the right to accept or cancel any application without assigning any reasons thereof.

Sd/-

Project Director,
DRDA, Bargarh.

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. District Rural Development Agency, Bargarh requires the services of reputed, well established and financially sound manpower service provider to provide services of 26 MGNREGA Assistants on contract basis for day to day official work at DRDA & Block level in Bargarh District.
2. The contract for providing the aforesaid manpower is likely to commence from 01.04.2021 and would continue till 31.03.2022. The period of the contract may be further extended beyond 31.03.2022 provided the requirement of the DRDA, Bargarh 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 DRDA, Bargarh requirements. However the DRDA, Bargarh reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. DRDA, Bargarh has tentative requirement for 26 MGNREGA Assistants for engagement. The requirements may increase/decrease in as per requirement of DRDA, Bargarh.
4. The estimated cost of the contract is Rs 31,20,000/- for one year.
5. The Tender document can be downloaded from the web site www.bargarh.nic.in.
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs 50,000 (Rupees fifty thousand)** and other requisite documents through Speed Post or Registered Post only (No hand delivery) by 26.03.2021 till 4.00PM at District Rural Development Agency, Bargarh-768028.
7. The various crucial dates relating to **"Tender for Providing Manpower Services (MGNREGA Assistant) to the** District Rural Development Agency, Bargarh are cited as under:
 - a) Date and time for receipt of the Tender Document : **26.03.2021 at 4.00PM**
 - b) Date and time for opening of
 - a) Technical Bid: **26.03.2021 at 5.00PM**
 - b) Financial Bids of eligible agencies and Selection: **26.03.2021 at 5.30PM**
 - 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 for Providing Manpower Services (MGNREGA Assistant) to DRDA, BARGARH"** and **"Financial Bid for Providing Manpower Services (MGNREGA Assistant) to DRDA Bargarh "**. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services (MGNREGA Assistant) to DRDA Bargarh "**.
9. The Earnest Money Deposit (EMD) of Rs.50,000 (Rupees Fifty Thousand) only, refundable (without interest), should necessarily be accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of Project Director, DRDA, Bargarh, payable at Bargarh **failing which the tender shall be rejected summarily**.
10. The successful tenderer shall have to deposit a Performance Security Deposit of Rs 2,00,000/- (Rupees Two lakh) only in the form of bank guarantee from any Nationalized Bank drawn in favour of **" PROJECT DIRECTOR, DRDA, BARGARH"** payable at Bargarh 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. In addition to the performance security, the successful tenderer will have to deposit a security amount of Rs. **2,60,000/-** (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 DRDA Bargarh, 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 tenderer and will be refunded only after successful completion of the Agreement period.
12. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self attested by their Authorised Signatory and sealed), along with the Technical bid, failing which their bids shall be summarily/out right rejected and will not be considered any further:
 - a) Registration certificate of the applicant's organization;
 - b) Copy of PAN 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 GST registration certificate alongwith upto date GST clearance;
 - f) Certified extracts of the Bank Account containing transactions during the last three years
 - g) Certified copy of turnover by a Chartered Accountant or the Audit Report during last 3 years.
 - h) Experience during the last 3 years of similar type of works to any Government Departments along with copies of work order.
 - i) Undertaking regarding the Firm should not have been black listed by any Central/State Government Ministries/ Departments/ Agencies or any National/ International Funding Organisation.
 - j) Money receipt or bank draft towards Tender Paper Cost.
13. **The conditional bids not be considered and will be out rightly rejected in the very 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 initialled by the person authorized to sign the tender bids.

15. The Technical bids shall be opened on the scheduled date and time at 5.00PM on 26.03.2021, in the DRDA, Bargarh Conference Hall, in the presence of the authorized 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 26.03.2021 in the DRDA Bargarh Conference Hall, in the presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
17. The Competent Authority i.e. Collector, Bargarh reserves the right to annual all bids without assigning any reason.
18. **Bid with 'Nil' or very low Service charges can be treated as non-responsive bids, which are liable to be rejected. The minimum amount of valid Service Charges will be decided by the selection Committee at the time of selection of Firm in Financial Bid.**
19. **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 bidders/representatives.**
20. Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.
21. **The take home remuneration of the outsourcing personnel shall be a consolidated amount of Rs 10,000/- per month which will include the EPF/ESI contribution of employee's share and will be paid out of the material component of the MGNREGA scheme of the District.**

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

1. The tendering manpower service provider should fulfil the following technical specifications:
 - a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user /Office i.e.DRDA,Bargarh. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then 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 **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 departments with GST;
 - f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - h) The Minimum annual turn-over of the company shall be Rs 50,00,000.00(Rupees Fifty Lakhs)only in average of last three years i.e. 2017-18,2018-19 & 2019-20.
 - i) Execution of contracts of similar type (minimum value of Rs 25,00,000.00) during preceding 3 years of value equal or more than 60 % of the estimated cost of the present contracts.
 - j) They shall attach copy of all necessary documents as mentioned in Para 12 of this Tender Notice.

**TECHNICAL REQUIREMENTS FOR MANPOWER (MGNREGA ASSISTANTS) TO BE
DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE DRDA
BARGARH**

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The MGNREGA Assistant should have graduate in any discipline from recognised University with minimum 50% of marks and must possess a PGDCA certificate.
3. He/She must have passed Odia as a language subject at least in Middle School Examination.
4. The successful bidder shall sponsor names of candidates of minimum 1.5 times as per requirement so that the Committee will assess the skill of the personnel among those candidates before their engagement.
5. Age, mark relaxation and preference may be given to candidates who have worked in similar post in Bargarh District.

APPLICATION-TECHNICAL BID

For Providing Manpower Services to DRDA BARGARH

1. Name of Tendering Manpower Service Provider:.....
2. Details of Earnest Money Deposit DD No.....date.....Of Rs.....drawn on Bank.....
3. Name of Proprietor /Partner/Director:.....
4. Full Address of Registered:
Office
- Telephone No :.....FAX noE-Mail id.....
5. Full address of Operating/ Branch Office :
.....
Telephone No.FAX No.:.....E-Mail id.....
6. Name & telephone no of Authorized officer/person to liaise with Field Office(s)
.....
7. Banker of the Manpower Service Provider (Attach certified copy A/c for the last Three years)
- Telephone Number of Banker:.....
8. PAN/GIR 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 3 Financial Years.

| Financial Year | Amount (Rs. Lacs) | 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 service provider | | Amount of contract (Rs.Lacs) | Duration of contract | |
|-------|--|---------------------------------|-----|------------------------------------|-------------------------|----|
| | | Type of manpower provider | No. | | From | To |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

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:

Place:

Signature of authorized Person

Full Name:

Seal:

APPLICATION-FINANCIAL BID

For Providing Manpower Assistance to different Blocks of DRDA BARGARH

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 person | | | | | | |
|---------|-------------------|-------------------------|-----|-----|-----------------------------|----------------|-----|------------------|
| | | *Take home remuneration | EPF | ESI | Other statutory dues if any | Service charge | GST | Total per person |
| 1 | MGNREGA Assistant | | | | | | | |

Date:
Place:

Signature of authorized person
Full 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.

*** The take home remuneration of the outsourcing personnel shall be a consolidated amount of Rs 10,000/- per month which will include the EPF/ESI contribution of employee's share and will be paid out of the material component of the MGNREGA scheme of the District.**

TERMS & CONDITIONS**GENERAL**

1. The Agreement shall commence from 01.04.2021 and shall continue till 31.03.2022 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 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 / modifications, for a further specific period mutually agreed upon by the Manpower's 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 Office, at present has tentative requirement of 26(Twenty Six) no. of MGNREGA Assistants on an urgent basis. The requirement of the DRDA, Bargarh may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, 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 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.
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 persons deployed shall be required to report for work at 10.00 AM to the concerned BDO 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 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.
9. The person deployed may be called on holidays to attend duty as and when required depending on the urgency of work.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA, Bargarh so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Office concerned shall be that of the Manpower Service Provider and the DRDA, Bargarh/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 Office concerned.
12. 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.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances and resolution of disputes relating to persons deployed. The DRDA, Bargarh 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, Bargarh and an Authorized representative of the Manpower Service Provider .
14. The DRDA, Bargarh 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 can not claim nor be entitled to pay, perks and other facilities admissible to regular / confirmed Government employees during the period or after expiry of the Agreement.
16. 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.
17. 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.
18. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e Labour Commissioner, Provident fund Authorities, Employees State Insurance Corporation, GST Authorities etc. and a copy of the registration must 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.

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 Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. 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.

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 applicable 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 Department or office concerned. The Department or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, 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 DRDA, Bargarh for verification.
25. 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.

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules and GST Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by DRDA,Bargarh.

Note:- Registration/License under the Contract Labour (Regulation and Abolition) Act 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the DRDA,Bargarh is put to any loss / obligation, monetary or otherwise, the DRDA,Bargarh 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.
28. 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.

FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs 50,000/-(Rupees Fifty thousands) in the form of Demand Draft / Pay Order drawn in favour of Project Director, DRDA BARGARH payable at Bargarh **failing which the tender shall be rejected out rightly** .
30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
31. The successful tenderer will have to deposit a security amount of Rs. **2,60,000/-**(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, DRDA Bargarh, 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 tenderer and will be refunded only after successful completion of the agreement period.

32. The successful tender will have to deposit a Performance Security Deposit of Rs 2,00,000/-(Rupees Two Lakhs) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Project Director,DRDA,Bargarh 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 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. In case of breach of any terms and conditions attached to this agreement, the Performances Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DRDA,Bargarh in respect of the persons deployed and submit the same to the DRDA,Bargarh 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.
35. 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 DRDA,Bargarh.
36. 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.
37. 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.
38. 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.
39. All disputes shall be under the jurisdiction of the court at the Bargarh District only..
40. The successful bidder will enter into an agreement with DRDA,Bargarh for supply of suitable and qualified manpower as per requirement of DRDA,Bargarh 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 GST registration certificate & GSTR 3B for last six months;
7. Attested copy of the E.P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency(Audit reports) for last 3 financial 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 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 the last 3 years of similar type of works to any Government Departments along with copies of work 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 Organisation
14. Money receipt or bank draft towards Tender Paper Cost.

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

1. List of Manpower of minimum 1.5 times as per requirement shortlisted by agency for deployment in the 12 Blocks as well as in DRDA of Bargarh district, 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.