



# ଜିଲ୍ଲା ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ସଂସ୍ଥା, କନ୍ଧମାଳ

ପଞ୍ଚାୟତିରାଜ ବିଭାଗ,

ଓଡ଼ିଶା ସରକାର

**DISTRICT RURAL DEVELOPMENT AGENCY, KANDHAMAL**  
PANCHAYATIRAJ DEPARTMENT,  
GOVERNMENT OF ODISHA

DRDA, KANDHAMAL  
Phulbani-762001

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## Annexure-I

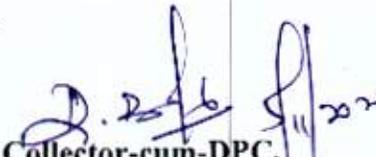
No. 4158 /Date. 05.11.2020

### TENDER NOTICE

Sealed tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of Data Entry Operators & MGNREGS Assistants 12 Nos. each per Blocks and 01 No. of MGNREGS Asst. for DRDA handling MGNREGS related works for a period of one year on contract basis for day to day official work. The engaged of Manpower Agencies/Service Provider Firm 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 application without assigning any reason (s) thereof.

For details please visit our website in [www.kandhamal.nic.in](http://www.kandhamal.nic.in)

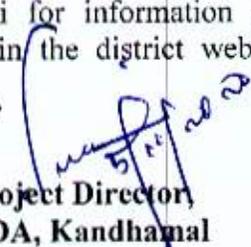
1. Last date of receipt of Sealed Bid is on 19.11.2020 up to 5.30 PM through Registered/ Speed Post only.
2. Opening of Bid papers is on dt. 20.11.2020 at 3.30 PM.

  
Collector-cum-DPC,  
MGNREGS, Kandhamal

Memo No. 4159 /Date. 05.11.2020

Copy to the Advertisement Manager, the Sambad/the Dharitri/the Sarbasadharana Odia dailies with a request to publish the advertisement in their newspapers in all edition of the state with minimum space and cost as per I & PR guidelines.

Copy to the District Informatics Officer, N.I.C., Phulbani for information and necessary action with a request to web hoist the advertisement in the district website [www.kandhamal.nic.in](http://www.kandhamal.nic.in) immediately.

  
Project Director,  
DRDA, Kandhamal

Annexure-II

**TENDER DOCUMENTS**

*Li*

**Contents of Tender Document**

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## SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Rural Development Agency, Kandhamal requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of 12 No. of DEOs & 12 No. of MGNREGS Assistants @ 1 per Blocks and 01 No. of MGNREGS Asst. for DRDA on contract basis for day to day official work under MGNREGS.
2. The contract for providing the aforesaid manpower is likely to commence after selection of the service provider by the selection committee and would ordinarily continue for a period of one calendar year from the date of execution of agreement. The contract of Service Provider Firm may be extended or curtailed subject to requirement and satisfactory performance by the Firm. The DRDA, Kandhamal, however, reserves the right to terminate this initial contract at any time after giving **one week's** notice to the selected Service Provider.
3. The tentative requirement is of 25 (twenty four) numbers of DEOs/NREGS Assistants. This includes 12 DEOs and 13 MGNREGS Assistants. The requirement may increase or decrease in any / all the categories as per requirement.
4. The estimated cost of the contract is Rs.24,38,720/- (Rupees twenty four lakh thirty eight thousand seven hundred twenty) only.
5. The tender document can be downloaded from the official web site of NIC, Kandhamal i.e. [www.kandhamal.nic.in](http://www.kandhamal.nic.in). The cost of tender paper is Rs. 5000/- (Rupees Five Thousand) only payable in shape of DD drawn in favour of Project Director, DRDA, Kandhamal payable at Phulbani.
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/- and other requisite documents through Registered/Speed Post only (any other mode will not considered) by dt. 19.11.20 upto **5.30 PM** in the following addresses:-  

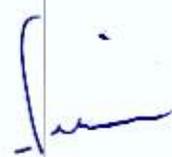
Project Director, DRDA, Kandhamal,  
At/P.O.- Phulbani  
Dist- Kandhamal, Pin-762001
7. The various crucial dates relating to "**Tender for providing Manpower Services to the District Rural Development Agency, Kandhamal, Phulbani**" are as below.
  - (a) Last date and time of receipt of the sealed Tender documents by Speed Post/Registered Post: dt. 19.11.20 up to **5.30 PM**.
  - (b) Date and time for opening of
    - (i) Technical Bid : dt. 20.11.20 at 12.30 PM
    - (ii) Financial Bid of eligible Tenders: dt. 20.11.20 at 03.00 PM
  - (c) Likely date for commencement of deployment of required manpower: After finalization of tender
8. The sealed tender has been invited under **two bid system** i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for providing Manpower Services to District Rural Development Agency, Kandhamal**" and "**Financial Bid for Providing Manpower Services to District Rural Development Agency, Kandhamal**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for providing Manpower Services to District Rural Development Agency, Kandhamal**".
9. The Earnest Money Deposit (EMD) of Rs.50,000/- (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 drawn in favour of Project Director, District Rural Development Agency, Kandhamal payable at Phulbani **failing which the tender shall be rejected summarily.**

10. The successful tenderer will have to deposit a Performance Security Deposit of Rs.1,00,000/- (Rupees one lakh only) in the form of Fixed Deposit Receipt (FDR)/Demand Draft from any Nationalized Bank drawn in favour of **Project Director, District Rural Development Agency, Kandhamal payable at Phulbani** covering the period of contract, within **seven days** on signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful tenderer.
11. The tendering Manpower Service providers are required to enclose self attested 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:**
- Registration certificate of the applicants organization;
  - Copy of PAN/GIR card;
  - Copy of the IT return filed for the last three financial years; (2016-17 to 2018-19)
  - Copies of EPF and ESI Certificates;
  - Copy of Service Tax Registration Certificate;
  - Copy of Audit report for the last three financial years; (2016-17 to 2018-19)
  - Computation of Income Statements of last financial year;
  - Certified extracts of the Bank Accounts containing transactions during last three years.
  - Labour Registration Certificate.
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 correction is permitted in the Financial Bid Form. In such cases, the tender shall be liable for rejection.** However, correction, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
14. The Technical bids shall be opened on the scheduled date and time i.e. at **12.30 P.M** on dt. ~~20.11.20~~..... in the office chamber of the Project Director, District Rural Development Agency, Kandhamal, in the presence of the Manpower Service Provider or their authorized representatives, and anyone who wishes to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial Bids shall be opened at **3.00 PM** on dt. ~~20.11.20~~ in the office of Project Director, District Rural Development Agency, Kandhamal in the presence of the bidders or their authorized representatives, and anyone who wishes to be present on the spot at that time.
16. The Collector-cum-CEO, ZP, Kandhamal reserves the right to annul all bids without assigning any reason.



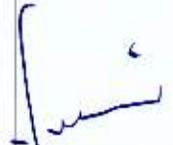
**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER  
SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical 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 DRDA, Kandhamal/Office. Besides, if the DRDA, Kandhamal/Head of DRDA, Kandhamal/Controlling Officer are procuring manpower for deployment in their filed office (s), the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Filed 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/Private Companies.
  - 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 Employees State Insurance etc.
  - g. They should have any other regulatory clearance (to be specified by the user DRDA, Kandhamal) that may be required for providing man power services.
  - h. The Minimum annual turn-over of the company shall at least be 5 times of the present contract value.
  - i. The agency should fulfill all the statutory compliance of Finance Department, Government of Odisha as stipulated from time to time. The rate quoted by the firm should be adequate enough to cover all the statutory dues of Government. Any firm quoting nil or abnormally low service charges (less than a whole number), unless otherwise allowed to, will be rejected.
  - j. The selected firm is liable to comply with all the terms and conditions stipulated by Government from time to time during the agreement in force.
  - k. In case more than one bidder quote(s) the same price, draw of lot to nominate the L1 bidder shall be adhered to.
  - l. The sealed tender shall be of two bids system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing. **"Technical Bid for providing Manpower Services to District Rural Development Agency, Kandhamal"** and **"Financial Bid for Providing Manpower Services to District Rural Development Agency, Kandhamal."** Both these sealed envelopes should be kept in a third sealed envelope super scribing **"Bid papers for providing Manpower Services to District Rural Development Agency, Kandhamal."** Three separate envelope one each for Technical Bid, Financial Bid and DD etc shall be made which shall be inserted in one separate envelope super scribing in the top of the envelope **"Tender Notice for proving manpower service to DRDA, Kandhamal"** and submitted along with the Tender Document by following the above procedure.
  - m. The Black listed Firm(s) shall out rightly be rejected. An undertaking by bidder should be furnished that, their firm(s) have never been Black listed in any district.



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

1. He/She should be above 18 years of age and not be above 40 years as on the date of agreement.
2. The minimum Educational Qualification for DEOs & MGNREGA Assistants shall be Graduation in any discipline with proficiency in Computers.
3. The candidate shall have functional knowledge of computers and be well versed in MS Office Software and internet. He should also be proficient in other standard packages and applications.
4. The candidate shall have working knowledge of English and Odia on computer.
5. The candidates nominated by the qualifying firm shall be ready to report for work immediately after deployment by DRDA.
6. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function.



## TERMS & CONDITION

### GENERAL

1. The Agreement shall commence from ..... and shall continue till..... **(One year)** 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 dated ..... unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The DRDA, Kandhamal, at present, has tentative requirement of **(12) Twelve DEOs & 13 (Thirteen) nos. of MGNREGS Assistants** on urgent basis. The requirement of the DRDA, Kandhamal, may further increase or decrease marginally, during the period of initial contract also and the bidder would have to provide additional manpower, if required on the same terms and condition.
6. The Manpower Service Provider will be bound by the terms and conditions as furnished by it to the Authority while submitting the tender or at any subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement at any time after **giving 15 days** notice to the Manpower service provider.
8. The manpower service provider will have to deploy manpower within **seven days** of signing the agreement.
9. The person deployed shall be required to report for work at 10.00 AM in the 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 he would not be paid any extra remuneration for additional work as and when required. 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.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA, Kandhamal, so that optimal services of the persons deployed could be availed without any disruption.
11. The entire, financial liability in respect of manpower service deploy in Block offices shall be that of the Manpower Service Provider and the Block office concerned will in no way be liable for any lapses. 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, Kandhamal or Office concerned for reimbursement of Bill of the firm for the succeeding month. If at any point of time it is noticed that the agency paying lesser remuneration to the candidates than the rate quoted, than the agreement shall be terminated and EMD & security etc deposits shall be forfeited forthwith.
12. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
13. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of all applicable laws in respect of manpower so deployed. The person deployed by the Manpower Service firm shall not have any claim whatsoever like employer and employee relationship against the DRDA, Kandhamal or any office concerned.

14. The Manpower Service Provider shall be solely responsible for the redressal of grievance or resolution of disputes relating to person deployed. The DRDA, Kandhamal, Phulbani shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to be the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the DRDA, Kandhamal or office concerned and an Authorized representative of the Manpower Service Provider.
15. The DRDA, Kandhamal 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.
16. 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.
17. 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 whatsoever for any absorption in regular or other capacity in DRDA, Kandhamal or any offices attached to him/her.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under any provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employment State Insurance Corporation etc. and a copy of the same shall be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act., 1970 if any, at his own part and cost.
20. 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.
21. The Person deployed by the Manpower Service should have good police records and no criminal case should be pending against them.
22. 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, Kandhamal or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

#### **LEGAL**

23. 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.
24. 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, Kandhamal or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the DRDA, Kandhamal or office concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self Attested photo copies of such documents shall be furnished to the DRDA, Kandhamal.

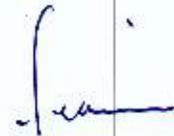


26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the DRDA, Kandhamal or office concerned or any other authority under Law.
27. The Tax deduction at source (TDS) shall be done as per the provision of Income Tax Act/Rules, as amended, from time to time and certificate to this effect shall be provided by the office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the DRDA, Kandhamal or the office concerned is put to any loss / obligation, monetary or otherwise, the DRDA, Kandhamal or 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.
29. Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and non-payment of statutory dues or for any other reason. The DRDA, Kandhamal or office concerned will have no liability towards on-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DRDA, Kandhamal or office concerned by the person deployed, the same shall be recovered, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

#### FINANCIAL

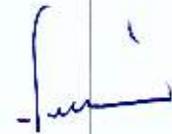
30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (refundable without interest) Rs.50,000/- (Rupees fifty thousand) only in the form of Demand Draft drawn in favour of Project Director, District Rural Development Agency, Kandhamal payable at Phulbani **failing which the tender of the concerned agencies/firms shall be rejected out rightly.**
31. The Earnest Money Deposit in respect of agencies/firms which do not qualify the technical Bid (first state) or Financial Bid (Second competitive stage)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 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
32. The successful bidder shall have to deposit a Security Deposit of Rs. 1,00,000/- (Rupees One lakh) only in the form of Fixed Deposit Receipt (FDR) issued in favour of Project Director District Rural Development Agency, Kandhamal payable at Phulbani covering the period of contract within **seven days** of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful bidder.
33. 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.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheets in respect of the persons deployed and submit the same to the prescribed authority of the concerned offices 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 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 of 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, Kandhamal or office concerned.

36. The amount of penalty calculated @Rs.100 per day on account of delay. If any, providing a suitable substitute for the period beyond three working days by Manpower Service Provider shall be deducted from 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 District Civil court located at Phulbani in the District of Kandhamal.
40. The successful bidder will enter into an agreement with the Collector-cum-CEO, ZP, Kandhamal for supply of suitable and qualified manpower as per requirement of the DRDA, Kandhamal on the above terms and conditions.



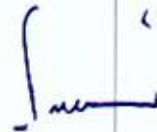
**DOCUMENTS TO BE PROVIDED WITH TECHNICAL BID**

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 PF Registration letter/Certificate;
8. Attested copy of the ESI registration letter/Certificate;
9. Certified document in support of the financial turnover the agency; (Audit Report)
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. Original Demand Draft amounting to Rs. 50,000/- towards EMD.
13. Computer of Income Statements for the last financial year.



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

1. List of manpower shortlisted by agency for deployment in District Rural Development Agency, Kandhamal, containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-Data of all candidates.
3. Any other document considered relevant.



**AGREEMENT**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Governor of Odisha represented by \_\_\_\_\_, 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;

**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 service of " \_\_\_\_\_ are required in \_\_\_\_\_ DRDA \_\_\_\_\_ /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: -**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read as 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 " \_\_\_\_\_" in the \_\_\_\_\_ (name of the DRDA) \_\_\_\_\_ /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 up to \_\_\_\_\_.

**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 Odisha

In the presence of witness: -

**Witness**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Name \_\_\_\_\_  
Address \_\_\_\_\_

**Witness**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Name \_\_\_\_\_  
Address \_\_\_\_\_

## TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from ..... (date) and shall continue till ..... (date) unless it is 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 the additions/deletions/modifications, for further specific period mutually agreed upon by the Man Power Service Provider and the Authority.
4. The Man power 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 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 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 ..... (Name of office) as may have been kept in charge of the Office Establishment of the office concerned and would leave at 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 will be made.
8. The Man power service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the office shall be that of the Manpower Service Provider and this office will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay 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.
10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Manpower service Provider shall not have any claim whatever like Employer and Employee relationship against this office.

11. The Manpower service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. This office 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 grievances before a joint committee consisting of a representative of the office and an authorized representative of the Manpower service Provider.
12. The office 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.
13. The person 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.
14. 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.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under provision of rules and Acts. Undertaking from the person deployed to this office shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with concerned Government 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 of cost, if required under the act.
17. The Manpower Service Provider shall provide a substitute well in advance, if there occurs any probability of the persons leaving the job due to his/her for 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.
18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. 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 office. The Manpower Service Provider shall be responsible for any Act of indiscipline on the part of the persons deployed.

20. The persons deployed shall, during of the course of their work be privy to certain qualified documents and information which they are not supported 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.
21. 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 persons deployed by it in the office. The office shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of 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 this office.
23. The Manpower Service Provider Shall maintains all statutory registers under the law and shall produce the same, on demand, to the Authority of this officer or any other authority under law.
24. The Tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and certificate to this effect shall be provided by this office.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of outstanding bills or the performance security deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. 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. This office will have no liability onwards non-payment of remuneration to the persons employed by the Manpower Service Provider to the outstanding statutory dues of the service provider to statutory authority. If any loss or damages caused to this office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.
27. 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.



28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the concerned offices 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.
29. 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 office concerned.
30. 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.
31. The Authority Reserves the right to withdraw or relax any of the terms and conditions motioned above so as to overcome the problem encountered at a later stage.
32. 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.
33. 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.



**APPLICATION - TECHNICAL BID**

For Providing Manpower Services to District Rural Development Agency, Kandhamal.

1. Name of Tendering Manpower Service Provider (Attach Self attested Photo/ ID Card/ PAN/EPIC/DL/Pass Port) \_\_\_\_\_
2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_  
Date, \_\_\_\_\_ of \_\_\_\_\_ drawn on Bank \_\_\_\_\_
3. Name of Proprietor / Partner / Director:  
\_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered Office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address. : \_\_\_\_\_
5. Full Address of Operating / Branch Office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address. : \_\_\_\_\_
6. Name & Telephone No. of Authorized Officer/ person to liaise with Field Office (s) :  
\_\_\_\_\_  
\_\_\_\_\_
7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last three Financial Year):  
\_\_\_\_\_
8. PAN/GIR No. (Attach attested copy):  
\_\_\_\_\_
9. Service Tax Registration No. (Attach Attested copy):  
\_\_\_\_\_
10. EPF Registration No. (Attach attested copy):  
\_\_\_\_\_
11. ESI Registration No. (Attach attested copy):  
\_\_\_\_\_
12. Financial Turnover of the tendering **Manpower Service Provider** for the last three Financial Year: (Audit report for the year 2017-18 to 2019-20)

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

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

- (a) IT return for the financial year:- 2016-17 to 2018-19)
- (b) Labour Registration Certificate.

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three financial 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 (Rs. lakhs)	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  
Full 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 documents.
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 and 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.

Place :  
Date :

Signature of Authorized Person  
Full Name :  
Seal :



## APPLICATION - FINANCIAL BID

For providing Manpower Assistance to District Rural Development Agency, Kandhamal.

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

Sl. No	Manpower Type	After deduction take home remuneration (per candidate)	EPF (employee contribution)	EPF (employer contribution)	ESI	Other Statutory dues, if any	Service Charge	Service Tax	Total Person
1	Data Entry Operator	Rs.7814/-	Rs.1066/-						12
2	MGNREGS Assistant	Rs.7040/-	Rs.960/-						13

N.B.- Remuneration of DEOs: - Rs.8880/- per month  
Remuneration of MGNREGS Assistants: - Rs.8000/- per month.

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.

