

**DISTRICT RURAL DEVELOPMENT AGENCY,  
NAYAGARH**

**TENDER DOCUMENT  
(TECHNICAL & FINANCIAL)**

**HIRING OF MANPOWER  
FOR**

**PROVIDING FOR MGNREGA ASST. 18 NOS.  
TO 8 BLOCKS AND DRDA**

**&**

**ADDITIONAL COMPUTER PROGRAMMERS 8  
NOS. TO 8 BLOCKS  
UNDER MGNREGS**

**COST OF TENDER PAPER : Rs. 6000/-**

**DISTRICT RURAL DEVELOPMENT AGENCY: NAYAGARH**

AT/P.O- NABAGHANAPUR/DISTRICT-NAYAGARH-752070,ODISHA

**MGNREGA CELL**

Letter No.....dated.....

**TENDER NOTICE**

Sealed Tenders are invited from the registered and reputed manpower service providers to provide the services of 18 MGNREGA Assistants and 8 Additional Computer Programmers for a period of one year with effect from 01.05.2021 to 30.04.2022 on outsourcing basis for day to day Official work at DRDA and 8 Blocks under MGNREGA. The detailed information for outsourcing service of aforesaid posts has been given in the Tender Document which may be downloaded from the website [www.nayagarh.nic.in](http://www.nayagarh.nic.in) from 05.04.2021 to 16.04.2021. The required documents are to be filed along with the Tender paper in original. The Outsourcing Agencies applying with the downloaded tender papers are required to file non-refundable bank draft of Rs 6000/-(Six Thousand) from any nationalised bank drawn in favour of the Project Director, DRDA, Nayagarh and payable at Nayagarh as the cost of tender paper. The last date and time for receipt of Tender document is 16.04.2021 at 5.30 P.M by Speed Post or Registered Post only (No hand delivery) at the address mentioned below.

**Project Director, DRDA, Nayagarh,****At/Po-Nabaghanapur, Dist- Nayagarh, PIN Code-752070.**

The Technical bid of all the participating agencies will be opened on 19.04.2021 at 9.00 A.M in the chamber of PD, DRDA, Nayagarh. Financial bid of all the eligible bidders who have qualified in the Technical Bids will be opened on Dated 19.04.2021 at 12.00 noon. The undersigned reserves all the rights to accept or reject any application without assigning any reason thereof.

Project Director,  
DRDA, Nayagarh.

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. District Rural Development Agency, Nayagarh requires the services of reputed, well established and financially sound manpower service provider to provide services of 18 MGNREGA Assistants and 8 Additional Computer Programmers on contract basis for day to day official work at DRDA & Block level in Nayagarh District.
2. The contract for providing the aforesaid manpower is likely to commence from 01.05.2021 and would continue till 30.04.2022. The period of the contract may be further extended beyond 30.04.2022 provided the requirement of the DRDA, Nayagarh for manpower persists at that time or may be curtailed/ terminated before 30.04.2022 owing to deficiency in service or substandard quality of Manpower deployed by the selected Service Provider or because of change in the DRDA, Nayagarh requirements. However the DRDA, Nayagarh reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. DRDA, Nayagarh has tentative requirement for 18 MGNREGA Assistants and 8 Additional Computer Programmers for engagement. The requirements may increase/decrease as per the requirement of DRDA, Nayagarh.
4. The estimated cost of the contract is Rs 42,00,000/- for one year.
5. The Tender document can be downloaded from the web site [www.nayagarh.nic.in](http://www.nayagarh.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 16.04.2021 till 5.30 PM at District Rural Development Agency, At/Po-Nabaghanapur, Dist-Nayagarh-752070.
7. The various crucial dates relating to **"Tender for Providing Manpower Services(MGNREGA Assistant & Additional Computer Programmer) to the District Rural Development Agency, Nayagarh** are cited as under:
  - a) Date and time for receipt of the Tender Document : **16.04.2021 at 5.30 P.M**
  - b) Date and time for opening of
    - a) Technical Bid: **19.04.2021 at 9.00 A.M**
    - b) Financial Bids of eligible agencies and Selection: **19.04.2021 at 12.00 noon.**
    - c) Likely date for commencement of Deployment of required manpower: **01.05.2021.**
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 & Additional Computer Programmer) to DRDA, NAYAGARH"** and **"Financial Bid for Providing Manpower Services (MGNREGA Assistant & Additional Computer Programmer) to DRDA Nayagarh "**. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services (MGNREGA Assistant & Additional Computer Programmer) to DRDA Nayagarh "**.
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, Nayagarh, payable at Nayagarh **failing which the tender shall be rejected summarily.**
10. The successful tenderer shall have to deposit a Performance Security Deposit of Rs. 200,000/-(Rupees Two lakh) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **" PROJECT DIRECTOR, DRDA, Nayagarh"** payable at **Nayagarh** covering the period of contract.

In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

11. The tendering Manpower Service providers are required to enclose photocopies of the following documents (every page must be duly self attested by their Authorised Signatory and sealed), along with the Technical bid ,failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a) Registration certificate of the 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 along with up to date GSTclearance;
- f) Certified extracts of the Bank Account containing transactions during the last three years
- g) Certified copy of turnover (Minimum Rs.50,00,000/-) by a Chartered Accountant or the AuditReport 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) Address Proof (Electricity bill/Telephone bill/Registered document) showing the present local address of the Registered/Branch office of the Service provider organization. The presence of the organization in the District will be given preference over others.

**12. The conditional bids shall not be considered and will be out rightly rejected in the very first instance.**

13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.

14. The Technical Bids shall be opened on the scheduled date and time at 9.00 A.M on 19.04.2021, in the office chamber of Project Director at DRDA, Nayagarh 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.

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 12.00 noon on 19.04.2021 in the PD's Chamber at DRDA Nayagarh 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 Competent Authority i.e. Collector, Nayagarh reserves the right to reject all bids without assigning any reason thereof.
17. **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.**
18. **In case Financial Bids found tie/equal in all respect, the bids will be finalized on draw of lots in the presence of the bidders/representatives.**
19. Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.
20. **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 fulfill the following technical specifications:
  - a) The registered office or one of the branch offices of the manpower service provider must be located within the jurisdiction of the user /Office i.e. DRDA, Nayagarh.
  - b) They should be registered with the appropriate registration authority;
  - c) They should have at least **three years'** similar experience in providing manpower to Government Departments.
  - d) They should have their own Bank Account;
  - e) They should be registered under Income Tax, Service Tax (GST) and Labour Laws etc.
  - 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./-(Rupees Fifty Lakhs) only in an 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/-) 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 & ADDITIONAL COMPUTER PROGRAMMER) TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE DRDA, NAYAGARH.**

**MGNREGA ASSISTANTS:-**

1. She/he should be above 18 years of age and not exceeding 42 years.
2. The MGNREGA Assistant should have graduate in any discipline from a recognized University 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 the names of the candidates taking into account the above criteria.
5. Age, mark relaxation and preference may be given to the candidates who have worked in the similar post in Nayagarh District.

**ADDITIONAL COMPUTER PROGRAMMER:-**

1. She/he should be above 21 years of age and not exceeding 42 years.
2. The candidates who have passed PGDCA or equivalent from any recognized University, OCAC or DOEACC shall be eligible for this engagement.
3. She/he must have passed Odia as a language subject at least in Middle School Examination.
4. The successful bidder shall sponsor the names of the candidates taking into account the above criteria.
5. Age, mark relaxation and preference may be given to the candidates who have worked in the similar post in Nayagarh District.



**APPLICATION-TECHNICAL BID****(For Providing Manpower Services to DRDA Nayagarh)**

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 no .....E-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)

(P.T.O)

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 DRDA and Blocks of Nayagarh District)**

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							
2	Additional Computer Programmer							

Date:

Signature of authorized person

Place:

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 01.05.2021 and shall continue till 30.04.2022 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 30.04.2022 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 18 (eighteen) no. of MGNREGA Assistants and 8 (eight) no of Additional Computer Programmers to be posted in DRDA and Blocks on urgent basis. The requirement of the DRDA, Nayagarh 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, Nayagarh 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, Nayagarh 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, Nayagarh 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, Nayagarh and an Authorized representative of the Manpower Service Provider.
14. The DRDA, Nayagarh 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, Nayagarh 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, Nayagarh.

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, DRDA, Nayagarh is put to any loss / obligation, monetary or otherwise, the DRDA, Nayagarh 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 drawn in favour of Project Director, DRDA Nayagarh payable at Nayagarh **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 Seven days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

31. 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, Nayagarh 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.
32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DRDA, Nayagarh in respect of the persons deployed and submit the same to the DRDA, Nayagarh 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 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, Nayagarh.
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 the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
36. 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.
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 Nayagarh District only..
39. The successful bidder will enter into an agreement with DRDA, Nayagarh for supply of suitable and qualified manpower as per requirement of DRDA, Nayagarh 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; (i.e Rs. 50.00 lakh)
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. Address Proof of Registered Office & Branch Office at Nayagarh.(Electricity Bill / Telephone Bill/ Registered document).
13. Experience during the last 3 years of similar type of works to any Government Departments along with copies of work order.
14. Undertaking regarding the Firm should not have been black listed by any Central/State Government Ministries/ Departments/ Agencies or any National/ International Funding Organisation.

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

1. List of Manpower as per requirement shortlisted by agency for deployment in the 8 Blocks as well as in DRDA, Nayagarh containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons with photo.
3. Any other document to be 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, Nayagarh.**

**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 or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption In regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc, and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any Probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the 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.
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