

DISTRICT RURAL DEVELOPMENT AGENCY
GANJAM : CHATRAPUR



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Dated: 30.04.21


INVITATION OF TENDER FOR HIRING OF STAFF ON OURSOURCING BASIS

Sealed tenders are invited from reputed manpower agencies / service providers to provide the services of **44 nos. of Assistants @ 2(Two) per Block, 22 nos. of ACPs @ 1 per block 1 (one), Grievance Redressal Assistant, 1(one) Social Audit Assistant at Dist. Level** under MGNREGA scheme to be engaged at each block of Ganjam District and at DRDA, Ganjam for handling basic data entry work under the scheme.

The detail information for outsourcing the service of aforesaid post has been given in the Tender Document which may be downloaded from the Website - ganjam.nic.in. The documents can be obtained from DRDA, Ganjam on payment of cost of Rs. 10,000/- (Rupees Ten thousand) only in shape of Bank Draft drawn in favour of Project Director, DRDA, Ganjam payable at Chatrapur in any Nationalized bank till 4.00 PM of 18.05.2021. The authority will not be responsible, if any portion of the approved document available in the above mentioned website is excluded or modified. Documents of technical bid and financial bid super scribing "Tender for providing Manpower Services to DRDA, Ganjam" shall reach on or before date- 20.05.2021 by 5.00 PM through speed post or registered post only at PD, DRDA, Ganjam, Chatrapur, 761020.

Technical bid of all the participating agencies will be opened on 21.05.2021 at 11.00 AM at DRDA, Ganjam, Chatrapur. Opening of financial bid of all the eligible bidders shall be intimated later on.

The undersigned reserves the right to accept or cancel any application without assigning any reason(s) thereof.


Collector, Ganjam.

Contents of Tender Document

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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Rural Development Agency, Ganjam, Chatrapur requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of 44 nos. of Assistants @ 2(two) per Block, 22 nos. of ACPs @ 1 per block 1 (one), Grievance Redressal Assistant, 1(one) Social Audit Assistant at Dist. Level on contract basis for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from _____ and would continue till _____. The period of the contract may be further extended beyond _____ provided the requirement of the DRDA Ganjam, Chatrapur for manpower persists at that time or may be curtailed / terminated before _____ owing to deficiency in service or substandard quality of service by the selected Service Provider or because of change in the DRDA, Ganjam requirements. The DRDA, Ganjam, Chatrapur however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This DRDA, Ganjam, Chatrapur has tentative requirement of 44 nos. of Assistants, 22 no. of ACPs, 1(one) no. of Grievance Redressal Assistant, 1 (one) no. of Social Audit Assistants. The requirement may increase in any / all the categories.
4. The estimated cost of the contract is Rs. 1,20,00,000/- (Rupees one crore twenty lakh) approximately.
5. The tender document can be downloaded from the website - ganjam.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.1,00,000/- (Rupees One lakh) only And other requisite documents by 20.05.2021 up to 5:00 PM at District Rural Development Agency, Ganjam, Chatrapur through speed post / Registered post only.
7. The various crucial dates relating to "Tender for Providing Manpower Services to the District Rural Development Agency, Ganjam, Chatrapur are cited as under:
 - (a) Date and time of receipt of the Tender documents by speed post/Registered post is 20.05.2021 by 5.00 PM.
 - (b) Date and time for opening of
 - (i) Technical Bid : 21.05.2021 at 11.00 AM
 - (ii) Financial Bids of eligible Tenders will be intimated later on
 - (c) Likely date for commencement of _____ : _____
Deployment of required manpower
8. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to DRDA, Ganjam" and "Financial



Bid for providing manpower services to DRDA, Ganjam". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to District Rural Development Agency, Ganjam.

9. The Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One lakh) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of Project Director, District Rural Development Agency, Ganjam. **Chatrapur failing which the tender shall be rejected summarily.**
10. The successful tender will have to deposit a performance Security Deposit of Rs.4,00,000/- (Rupees Four lakh) only in the form of Bank Guarantees from any Nationalized Bank drawn in favour of Project Director, District Rural Development Agency Ganjam, Chatrapur 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 (duly attested by Group "A" Gazetted Officers of the State Governments / Central Government), along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:
 - (a) Registration certificate of the applicant's organization
 - (b) Copy of PAN / GIR card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI certificates;
 - (e) Copy of the GST registration certificate;
 - (f) Valid registration certificate issued under Labour Act.
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, preferably, computer typed. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.



14. The Technical bids shall be opened on the scheduled date and time on _____ in the office room of Project Director, District Rural Development Agency, Ganjam in the presence of the tender committee members and representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time. All required documents of technical bid shall be verified with original if required.
15. The Financial Bid of only those tenderers who qualify in Technical Bid will be opened. The opening of financial bids shall be intimated later on and opened in the presence of the tender committee members and representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The service charge towards providing the manpower service as required in financial bid, shall be more than **Rs. 7 (Rupees Seven)** with integer numbers only.
17. If 2 or more tenderers stands L₁ in financial bid, the service provider will be selected through draw of lots in presence of the tender committee.
18. The Competent Authority of the District Rural Development Agency, Ganjam, Chatrapur reserves the right to annual all bids without assigning any reason.



Annexure-IV

TECHNICAL REQUIRMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

- 1 The tendering manpower service provider should fulfill the following technical specifications
 - (a) The manpower service provider agency should establish a registered branch office after award of contract within three months within the jurisdiction of the District Rural Development Agency, Ganjam.
 - (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 GST Department
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
 - (g) The Minimum annual turn-over of the agency shall be Rs.3,00,00,000/- (Rupees Three crore) only.(Certificate copy of Chartered Accountant is required)
 - (h) The agency must have executed contracts of providing skilled manpower to govt. deptt. during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
 - (i) The outsource agency must have engaged minimum 300 manpower preferably to govt. sectors through valid contract in the last financial year (documentary evidences to be attached).



Annexure-V

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN CASE OF VACANCY ARISED OUT OF RESIGNATION OR ADVERCE REPORT OF OFFICER AGAINST ANY MANPOWER

Qualification for NREGA Assistant, Grievance Redressal Assistants, and Social Audit Assistants

1. She / He should be above 18 years of age and not exceeding 45 years.
2. Must be a Graduate.
3. Must have secured minimum Career Marks of 45% Career Marks is defined as the average percentage of mark (excluding extra / 4th Optional) secured by the candidate in 10th class or equivalent , +2 or equivalent and Graduation examinations.
4. Must have successfully completed either a Computer degree, diploma or a certificate course from any recognised University of Orissa / State Govt. Institutions / State Council of Technical Education / Board of Higher Secondary Education.
5. The candidate shall be well conversant in computers and essentially well trained in MS Office and internet. He should also be proficient in other standard packages & applications.
6. The candidate shall have working knowledge of English and Odia.
7. Service Provider should give preference to candidates working as NREGA Assistance / Grievance Redressal Assistant / Social Audit Assistant in blocks and DRDA on their satisfactory performance obtained from the concerned BDOs or authority subject to their eligibility.

Qualification for Addl. Computer Programmer

1. He/she should be above 18 years of age not exceeding 45 years.
2. The minimum educational qualification for Addl. Computer Programmer will be graduation with computer proficiency up to 0' Level with use of INSCRIPT, Key Board for Oriya language. Preference will be given to Commerce graduates with Diploma in Computer Application / I.T. Course recognized by State Council.
3. The candidate shall have working knowledge of Oriya and English.
4. Service Provider should give preference to candidates working as Addl. Computer Programmer in the block offices on their satisfactory performances subject to their eligibility.



Annexure-VI

APPLICATION- TECHNICAL BID

For Providing Manpower Services to District Rural Development Agency, Ganjam

1. Name of Tendering Manpower Service Provider :

2.Details of Earnest Money Deposit: DONo. _____ 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 for liaising with Field Office(s)/Blocks:

7. PAN/ GIR No. (Attach attest copy):

8. GST Registration No.(Attach attest copy):



9. E.P.F.Registration No. (Attach attest copy):

10. E.S.I.Registration No. (Attach attest copy):

11. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years (Audited statements) : (Attach a certified copy from CA)

Financial Year	Amount (in Lakhs)	Remarks, if any
2017-18		
2018-19		
2019-20		
2020-21 (if available)		

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

13. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

(if the space provided is insufficient, a Separate Sheet may be attached):

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



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

Date:
Place:

Signature of Authorised Person
Name:
Seal :

Declaration

1. I _____ Son / Daughter/ Wife of Shri _____ Proprietor / Director / Authorised 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 Authorised Person
Full Name:
Seal



Annexure-VII

APPLICATION- FINANCIAL BID

For Providing Manpower Assistance to District Rural Development Agency, Ganjam

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 per Person						Total per person
		*Take home remuneration	EPF	ESI	Other Statutory dues, if any	Service Charge	GST	
1	NREGA Assistant							
2	Grievance Redressal Assistant							
3	Social Audit Assistant							
4	Addl. Computer Programmer							

*The take home remuneration for all the posts shall be Rs.10,000/- per month only.

* The EPF cost and ESI cost towards employee's contribution will be deducted from the monthly remuneration of employee.

Signature of Authorised Person

Date:

Full Name:

Place:

Seal

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.



(Annexure-VIII)

TERMS & CONDITIONS

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on _____ (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 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. At present the DRDA, Ganjam has tentative requirement 44 no of NREGA Assistants, 22 No. of ACPs, 1 no. of Grievance Redressal Assistant and 1 (one) no of Social Audit Assistant. The requirement of the DRDA Ganjam may further increase or decrease marginally, during the period of initial contract and also the tenderer would have to provide additional manpower service, if required on the same terms and condition.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10.00 AM to the Project Director, DRDA 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 PM and may also require to work beyond 5.30 PM for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.



9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA, Ganjam so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deploy in the DRDA, Ganjam or office concerned shall be that of the manpower Service provider and the DRDA, Ganjam 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 (Rs. 10,000/- as home take remuneration including EPF and ESI contribution of employee) in the financial bid and adduce such evidence as may be required by the DRDA, Ganjam or Office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and EMD & security deposits shall be forfeited.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Manpower Service shall not have any claim whatsoever like employer and employee relationship against the DRDA, Ganjam or Office concerned.
13. The Manpower Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DRDA, Ganjam 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, Ganjam office concerned and an Authorized representative of the Manpower Service Provider.
14. The DRDA, Ganjam shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.



- 16 In case of termination of this Agreement In its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 17 The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider
- 18 The Manpower Service Provider must be registered with the concerned Govt. Authorities, I.e. Labour commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and a copy of the registered 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.
- 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 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 Person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the DRDA, Ganjam of office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

22. The Persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the application laws besides, action for breach of contract.



23. The Manpower Service Provider shall be responsible for compliance of all Statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it. The DRDA, Ganjam or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the DRDA, Ganjam 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, Ganjam or office concerned.
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 DRDA, Ganjam or office concerned or any other authority under Law.
26. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act Rule, as amended, from time to time and certificate to this effect shall be provided to the DRDA, Ganjam or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the DRDA, Ganjam or the office concerned is put to any loss / obligation, monetary or otherwise, the DRDA, Ganjam 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 to the loss or obligation in mandatory terms.
28. Agreement is liable to terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The DRDA, Ganjam of office concerned will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DRDA, Ganjam or Office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

- 29 The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.1,00,000/- (Rupees One lakh) only in the form of



Demand Draft / pay Order drawn in favour of Project Director, District Rural Development Agency, Ganjam **failing which the tender shall be rejected out rightly.**

30. The Earnest Money Deposit in respect of the agencies which do not qualify the technically Bid (first state) / Financial Bid (Second competitive 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.
31. The successful tenderer will have to deposit a security amount of Rs. 4,00,000/- (Rupees Four lakh) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but Hypothecated to the Project Director, District Rural Development Agency, Ganjam covering the period of contract. In case the, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tendered.
32. The successful tender will have to deposit a Performance Security Deposit Rs. 4,00,000/- (Rupees Four lakh) only in the form of Bank / Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract if further extended beyond the initial period, the bank guarantee will have to be accordingly renewed by the successful tenderers.
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 sheet duly verified by the DRDA, Ganjam or Office concerned in respect of the persons deployed and submits 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.
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 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, Ganjam or Office concerned.
36. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute in case of position falling vacant for the period beyond three



working days by 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 Collector, Ganjam 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 place where the headquarters of the authority, who has executed the agreement, is located.
40. The successful bidder will enter into an agreement with DRDA, Ganjam for supply of suitable and qualified man powers as per requirement of this DRDA on the above terms and conditions.


Collector, Ganjam.

Annexure-IX

DOCUMENT TO BE PROVIDED WITH THE TECHNICAL BID

1. Application -Technical Bid
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the last 3 financial years IT return filed by agency;
6. Attested copy of the Service Tax registration certificate;
7. Attested copy of the P.F registration letter/certificate;
8. Attested copy of the E.S.I registration letter/certificate;
9. Certified document in support of the Financial turnover of the agency / Audited Statement;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions of the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower short listed by agency for deployment in DISTRICT RURAL DEVELOPMENT AGENCY, Ganjam containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-data of all persons.
3. Any other document considered relevant.



Annexure-X

MODEL AGREEMENT

This Agreement is made on this _____ day of _____ Between the Governor of Orissa 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 M/s successors or assignees of the other part.

Whereas, the "Authority" desire 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 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 " _____ " 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 Orissa**

In the presence of witness:-

Witness

Witness

1. Name : _____

Address : _____

1. Name : _____

Address : _____

1. Name : _____

Address : _____

1. Name : _____

Address : _____



TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of man power 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 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. At present the DRDA, Ganjam has tentative requirement 44 no of NREGA Assistants, 22 No. of ACPs, 1 no. of Grievance Redressal Assistant and 1 (one) no of Social Audit Assistant. The requirement of the DRDA Ganjam may further increase or decrease marginally, during the period of initial contract and also the tenderer would have to provide additional manpower service, if required on the same terms and condition.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10.00 AM to the Project Director, DRDA 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 PM and may also require to work beyond 5.30 PM for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.



9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA, Ganjam so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deploy in the DRDA, Ganjam or office concerned shall be that of the manpower Service provider and the DRDA, Ganjam 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 (Rs. 10,000/- including EPF and ESI contribution of employee) in the financial bid and adduce such evidence as may be required by the DRDA, Ganjam or Office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and EMD & security deposits shall be forfeited.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Manpower Service shall not have any claim whatsoever like employer and employee relationship against the DRDA, Ganjam or Office concerned.
13. The Manpower Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DRDA, Ganjam 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, Ganjam office concerned and an Authorized representative of the Manpower Service Provider.
14. The DRDA, Ganjam shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.



- 16 In case of termination of this Agreement In its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 17 The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider
- 18 The Manpower Service Provider must be registered with the concerned Govt. Authorities, I.e. Labour commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and a copy of the registered 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.
- 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 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 Person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the DRDA, Ganjam of office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
22. The Persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the application laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all Statutory provisions relating to minimum wages payable to different types of worker in respect of the



persons deployed by it. The DRDA, Ganjam or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the DRDA, Ganjam 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, Ganjam or office concerned.
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 DRDA, Ganjam or office concerned or any other authority under Law.
26. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act Rule, as amended, from time to time and certificate to this effect shall be provided to the DRDA, Ganjam or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the DRDA, Ganjam or the office concerned is put to any loss / obligation, monetary or otherwise, the DRDA, Ganjam 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 to the loss or obligation in mandatory terms.
28. Agreement is liable to terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The DRDA, Ganjam of office concerned will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DRDA, Ganjam or Office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
29. 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.
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DRDA, Ganjam or Office concerned in respect of the persons deployed



and submits 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.

31. The claim in bills regarding Employees State Insurance, Provident fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DRDA, Ganjam or Office concerned.
32. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute in case of position falling vacant for the period beyond three working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
33. 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.
34. 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 Collector, Ganjam for his decision and the same shall be binding on all parties.
35. 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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