

**Panchayati Raj & Drinking Water Department
District Rural Development Agency, Nuapada**

* * *

Date: 13.11.2019

Tender Notice for award of contract for providing of services of Technical Consultants for a period of one year w.e.f. 01.12.2019 to 30.11.2020.

Sealed tender are invited from registered & reputed manpower agencies/ service providers to provide the services of Technical Consultants for a period of one year w.e.f. 01.12.2019 to 30.11.2020 through a suitable placement agency on contract basis for engagement in Gram Panchayats of Nuapada district.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the district website www.nuapada.nic.in or purchased in person from DRDA Nuapada Office on any working day between 11.00 A.M. to 5.00 P.M. during the notice period.

The last date and time for submission of Tender document is 28.11.2019 by 5.00 PM. The Technical Bid will be opened at 11.00 AM on 29.11.2019 and the Financial Bid will be opened at 03.00 PM on 29.11.2019.


**Project Director
D.R.D.A., Nuapada**

District Rural Development Agency, Nuapada

Tender Document

For providing Services of Technical Consultants to the District Rural Development Agency, Nuapada by a Manpower Service Provider

(a) Period of issue of Tender Document : 13.11.2019 to 27.11.2019 by 5.00 PM

(b) Date and time for submission of
Tender Document : 28.11.2019 by 5.00 PM

(c) Date and time for opening of
(i) Technical Bids : 29.11.2019 by 11.00 AM
(ii) Financial Bids of eligible Bidders : 29.11.2019 by 03.00 PM

(d) Likely date for commencement of
deployment of required manpower : 01.12.2019


**Project Director,
D.R.D.A., Nuapada**

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general Instruction for service Bidders	
2.	Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider	
3.	Tender Application – Technical Bid	
4.	Tender Application – Financial Bid	
5.	Terms and Conditions	
6.	Chronological order for arrangement of documents	

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11/11/19
**Project Director,
D.R.D.A., Nuapada**

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Rural Development Agency, Nuapada - 766105 requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of Technical Assistants on contract basis for providing technical assistance at GP level under MGNREGS Scheme.
2. The contract for providing the aforesaid manpower is likely to commence from 01.12.2019 and would continue till 30.11.2020. The period of the contract may be further extended beyond 30.11.2020 provided the requirement of the PR&DW Department and DRDA Nuapada for manpower persists at that time or may be curtailed/ terminated before 30.11.2020 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. DRDA Nuapada, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. DRDA, Nuapada has a tentative requirement for 37 (thirty seven) no. of Technical Assistants for engagement. The requirements may increase/decrease in as per requirement of DRDA Nuapada.
4. The approximate estimated cost of the contract is Rs. 1,03,00,000.00 (One crore three lakh) for one year.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 1,00,000.00 (Rupees One lakh) only and their requisite documents by 28.11.2019 upto 5.00 PM at District Rural Development Agency, Nuapada - 766105 through Regd. Post/ Speed Post only.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the District Rural Development Agency, Nuapada - 766105" are cited as under :
 - (a) Period of issue of Tender Document : 13.11.2019 to 27.11.2019
 - (b) Date and time for submission of Tender Document : 28.11.2019
 - (c) Date and time for opening of
 - (i) Technical Bid : 29.11.2019 at 11.00 AM
 - (ii) Financial Bids of eligible Tenders and selection : 29.11.2019 at 03.00 PM
 - (d) Likely date for commencement of Deployment of required manpower : 01.12.2019

B. S. S.
28/11/19
Project Director,
D.R.D.A., Nuapada

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised of submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to DRDA Nuapada**" and "**financial Bid for Providing Manpower Services to DRDA Nuapada**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to DRDA Nuapada**".
8. The completed documents in all respect must reach the DRDA Nuapada within the specified timeline through Registered/ Speed Post only. Any other mode of submission of tender documents will lead to disqualification of the bidder. DRDA Nuapada will not be responsible for any postal delay.
9. Tender Paper cost of Rs.10,000.00 (Rupees Ten thousand) only in shape of Demand Draft drawn in any commercial bank, in favour of the Project Director, DRDA Nuapada payable at Nuapada along with requisite documents must be submitted.
10. The Earnest Money Deposit (EMD) of Rs. 1,00,000.00 (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 the Project Director, DRDA Nuapada, payable at Nuapada **failing which the tender shall be rejected summarily**.
11. The successful tenderer will have to deposit a Performance Security Deposit of Rs.50,000.00 (Rupees Fifty thousand) only in the form of Bank Guarantee from any Nationalised Bank drawn in favour of **the Project Director, DRDA Nuapada payable at Nuapada** 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.
12. In addition to the performance security, the successful tenderer will have to deposit a security amount of Rs.8,60,000.00 (rupees Eight lakh sixty thousand) approximately towards **one month employee cost including statutory dues** in the form of Fixed Deposit Receipt (FDR) in the name of the agency but hypothecated to the Project Director DRDA Nuapada, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer and will be refunded only after successful completion of the agreement period.
13. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self attested and sealed), along with the Technical Bid, **failing which their bids shall be summarily/ out right rejected and will not be considered any further**:
 - (a) Registration certificate of the applicant organization;
 - (b) Copy of PAN card;
 - (c) Copy of the IT return filed for the last consecutive three financial years;
 - (d) Copies of EPF and ESI certificates;
 - (e) Copy of GST registration certificate along with upto date GST clearance
 - (f) Certified copy of turnover by a Chartered Accountant or the Audit Report during last three years.
 - (g) Experience during the last three years of similar type of works to any Govt. Departments along with copies of work order.


Project Director,
D.R.D.A., Nuapada

14. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
15. All entries in 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
16. The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 29.11.2019, in the Sadvabana Sabhagruha, Nuapada in the presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
17. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 03.00 PM on 29.11.2019 in the Sadvabana Sabhagruha, Nuapada 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.
18. The DRDA Nuapada reserves the right to annual all bids without assigning any reason.


**Project Director,
D.R.D.A., Nuapada**

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 Office i.e., District Rural Development Agency, Nuapada.
 - (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 Departments;
 - (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) Minimum turn-over requirement is Rs.50,00,000.00 (Rupees Fifty lakh) only in average of last three years i.e., 2016-17, 2017-18 & 2018-19.
 - (i) Execution of contracts of similar type (minimum value of Rs.25,00,000.00) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

M. S. Rao
11/11/19
Project Director,
D.R.D.A., Nuapada

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

1. She/he must be above 18 years of age and shall not exceed 40 years.
2. The Educational Qualification for the Technical assistant must be **Diploma/ Degree Engineer (Civil)** in **regular course only**, from a reputed College/ University with minimum 50% marks with competence to prepare estimates, use AUTOCAD or similar softwares for preparing estimates.
3. The candidate must have basic knowledge in Computer Application. Preference will be given to the candidates having completed their computer course in **"O" level**.
4. The candidate must have passed **Odia** as language subject at least in Middle School Examination.
5. Minimum take home remuneration per person should be Rs. 16,880/- for one Technical Consultant inclusive of employee share of EPF & ESI.


**Project Director,
D.R.D.A., Nuapada**

APPLICATION – TECHNICAL BID

For Providing Manpower Services to Water Resources Department

1. Name of the 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 :-----

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 : -----
Authorised officer/ person
to liaise with Field Office (s)

7. Bank of the Manpower Service Provider: -----
(Attach certified copy of statement of
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)

Dr. A. M. S.
11/11/19
**Project Director,
D.R.D.A., Nuapada**

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. Lakh)	Remarks, if any
2016-17		
2017-18		
2018-19		

a. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

b. 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 (Rs. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	to

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

Date:
Place:

Signature of authorized person
Name:
Seal:

[Handwritten Signature]
11/11/19
Project Director,
D.R.D.A., Nuapada

DECLARATION

1. I, _____ Son/ Daughter/ _____ / Wife of Sri _____ Proprietor/ Director/ Authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/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:

Abhinav
11/11/19
**Project Director,
D.R.D.A., Nuapada**

APPLICATION – FINANCIAL BID
For Providing Manpower Assistance to Water Resources

Department

1. Name of tendering Manpower Service Provider :
2. Rate per person per month 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.	Technical Consultant							

*Minimum take home remuneration per person should be Rs. 16,880/- for Technical Consultant inclusive of employee share of EPF & ESI.

Date:
Place

Signature of authorized person
Full Name:
Seal:

Notes:

1. The total quoted 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.


Project Director,
D.R.D.A., Nuapada

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.12.2019 and 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 30.11.2020 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 organization by whatever name be called without the prior written consent of the Authority.
5. The Department, at present has tentative requirement of 37 (thirty seven)no. of Technical Assistants on urgent basis. The requirement of the DRDA Nuapada 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 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA Nuapada 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 DRDA Nuapada shall be that of the Manpower Service Provider and the DRDA Nuapada 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 DRDA Nuapada.


Project Director,
D.R.D.A., Nuapada

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 DRDA Nuapada 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 Nuapada and an Authorized representative of the Manpower Service provider.
13. The DRDA Nuapada 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 cannot 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.
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 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 is any, at his own part and cost.
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 he assigned work and their actions should promote good will and enhance the image of he Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.


Project Director,
D.R.D.A., Nuapada

LEGAL

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 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 Nuapada for verification.
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 and GST Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the DRDA Nuapada.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the DRDA Nuapada is put to any loss/ obligation, monetary or otherwise, the DRDA Nuapada 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 of Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.1,00,000.00 (Rupees One lakh) in the form of Demand Draft/ Pay Order drawn in favour of the Project Director, DRDA Nuapada payable at Nuapada **failing which the tender shall be rejected out rightly.**
29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

M. S. Sahm
11/11/19

**Project Director,
D.R.D.A., Nuapada**

30. The successful tenderer will have to deposit a security amount of Rs.8,60,000.00 (Rupees Eight lakh sixty thousand) towards one month employee cost including statutory dues in the form of Fixed Deposit Receipt (FDR) in the name of the agency but hypothecated to the Project Director DRDA Nuapada, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer and will be refunded only after successful completion of the agreement period.
31. The successful tender will have to deposit a Performance Security Deposit of Rs. 50,000.00 (Rupees Fifty thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Project Director, DRDA Nuapada 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 Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DRDA Nuapada in respect of the persons deployed and submit the same to the Project Director, DRDA Nuapada 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 Nuapada.
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 bill 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/her decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the court at Nuapada district only.
39. The successful bidder will enter into an agreement with the Collector-cum-DPC, MGNREGS, Nuapada for supply of suitable and qualified manpower as per requirement of the DRDA Nuapada on the above terms and conditions.

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11/11/19
**Project Director,
D.R.D.A., Nuapada**

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 six months;
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 three financial years;
10. Certificate documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages.....in 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 DRDA Nuapada, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

Basalm
11/11/19

**Project Director,
D.R.D.A., Nuapada**

AGREEMENT

This Agreement is made on this _____ day of December 2019, between the Collector-cum-DPC represented by District Rural Development Agency, Nuapada, 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 _____, hereinafter 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 _____ District Rural Development Agency Nuapada;

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 finalised the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

RSB
11/11/19
Project Director,
D.R.D.A., Nuapada

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 "Technical Consultants" in the District Rural Development Agency, Nuapada 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 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
authorised to sign
On behalf of
Manpower Service Provider**

**Signature of the Authority
acting in the premises for
and on behalf of the
District Rural Development
Agency, Nuapada**

In the presence of witness :-

Witness
1. Name _____
Address _____
2. Name _____
Address _____

Witness
1. Name _____
Address _____
2. Name _____
Address _____

Msam 11/11/19
**Project Director,
D.R.D.A., Nuapada**

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

GENERAL

1. The Agreement shall commence from and 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 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 organization by whatever name be called without the prior written consent of the Authority.
5. The requirement of the DRDA Nuapada may further increase or decrease marginally, during the period of initial contract also and he 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 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DRDA Nuapada 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 DRDA Nuapada shall be that of the Manpower Service Provider and the DRDA Nuapada 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 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 Nuapada.

M. S. M. M. S.
**Project Director,
D.R.D.A., Nuapada**

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 DRDA Nuapada 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 Nuapada and an Authorized representative of the Manpower Service provider.
13. The DRDA Nuapada 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 cannot 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.
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 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 is any, at his own part and cost.
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.

M. S. M.
11/11/19
**Project Director,
D.R.D.A., Nuapada**

LEGAL

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 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 Nuapada for verification.
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 and GST Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the DRDA Nuapada.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the DRDA Nuapada is put to any loss/ obligation, monetary or otherwise, the DRDA Nuapada 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 of Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the Earnest Money Deposit shall stand forfeited without giving any further notice.

11/11/19
**Project Director,
D.R.D.A., Nuapada**

29. The successful tenderer will have to deposit a security amount (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) in the name of the agency but hypothecated to the Project Director DRDA Nuapada, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer and will be refunded only after successful completion of the agreement period.
30. The successful tender will have to deposit a Performance Security in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Project Director, DRDA Nuapada 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.
31. 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.
32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DRDA Nuapada in respect of the persons deployed and submit the same to the Project Director, DRDA Nuapada 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.
33. 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 Nuapada.
34. 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 bill in the succeeding month.
35. The Authority reserves the right to withdrawn or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
36. 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/her decision and the same shall be binding on all parties.
37. All disputes shall be under the jurisdiction of the court at Nuapada district only.

M. S. Ahluwalia
Project Director,
D.R.D.A., Nuapada