



**DISTRICT RURAL DEVELOPMENT AGENCY,  
NAYAGARH.**



ଝିଅକୁ ବଞ୍ଚାକୁ  
ଝିଅକୁ ପଢ଼ାକୁ!  
ପିଲା ପଢ଼ାଉ, ପଢ଼ାଉ

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**ଜିଲ୍ଲା ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ସଂସ୍ଥା, ନୟାଗଡ଼**

No. 4511 Dt. 27.09.2018

**Advertisement**

Applications are invited from intending Service Providers of Nayagarh District or the neighbouring District for providing candidates for engagement as Data Entry Operator in DRDA, DPO Office and eight Blocks of this District under Ama Gaon Ama Bikash Programme on out-sourcing basis as per publication of the advertisement. The term and conditions are as follows.

1. Candidates must have passed Graduation with PGDCA.
2. They will be engaged in DRDA, DPO Office & eight blocks of this District.
3. The Data Entry Operator will get Rs. 8880/- (Rupees Eight thousand eight hundred Eighty)only per month on satisfactory performance during the month in question. The payment will be made through the out sourcing firm.
4. Govt. have no risk and responsibilities for such engagements.
5. The tender document is available in Nayagarh District Website i.e. [www.nayagarh.nic.in](http://www.nayagarh.nic.in).

  
Collector  
Nayagarh  
22/9/18

**DISTRICT RURAL DEVELOPMENT AGENCY,  
NAYAGARH**

**TENDER DOCUMENT  
(TECHNICAL & FINANCIAL)**

**HIRING OF MANPOWER  
FOR**

**PROVIDING FOR DATAENTRY  
OPERATORS FOR DRDA, DPO OFFICE &  
8 NO. OF BLOCKS UNDER AMA GAON  
AMA BIKASH PROGRAMME**

# **DISTRICT RURAL DEVELOPMENT AGENCY, NAYAGARH**

## **TENDER DOCUMENT FOR PROVIDING DATAENTRY OPERATORS FOR DRDA, DPO OFFICE & 8 NO. OF BLOCKS UNDER AMA GAON AMA BIKASH PROGRAMME BY A PRIVATE MANPOWER SERVICE PROVIDER**

a. EMD for Tender Document	:	Rs. 5000/- to be enclosed with the tender document in shape of DD in favour of Project Director DRDA, Nayagarh and payable at Nayagarh
b. Date and time for submission of Tender Document	:	10/10/2018 at 3 PM by Regd. & Speed Post only
c. Date and time and venue for opening of Technical Bids	:	DRDA, Nayagarh 11/10/2018 at 11.00 AM
d. Date and time and venue for opening of Financial Bids	:	DRDA ,Nayagarh 11/10/2018 at 11.00 AM
e. Likely date for commencement of deployment of required manpower	:	01.12.2018

### **CONTENTS OF TENDER DOCUMENT**

- Scope of work and general instructions for service provider
- Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider
- Tender Application – Technical Bid
- Tender Application – Financial Bid
- Terms and Conditions
- Documents to be provided with Technical Bid And Agreement Sample Copy
- Terms & Conditions of the Agreement

## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

- The Collector-cum-CEO, DRDA, Nayagarh requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operators on contract basis for day-to-day official work.
- The contract for providing the aforesaid manpower is likely to commence from 01/12/2018 and would continue till 31/08/2019. The period of the contract may be further extended beyond 30/11/2019 provided the requirement of the SRUJAN/Blocks for manpower persists at that time or may be curtailed/ terminated before 30/11/2019 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider. The Collector-cum-CEO, DRDA Nayagarh, however, reserves all rights to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- The estimated cost of the contract is to be mentioned in the document.
- The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 10/10/2018 upto 3PM at DRDA, Nayagarh through Regd. Post / Speed Post only.

The various crucial dates relating to **“FOR PROVIDING SERVICES OF DATA ENTRY OPERATORS OF NAYAGARH DISTRICT BY A PRIVATE MANPOWER SERVICE PROVIDER”** are indicated here under:

• EMD for Tender Document	Rs. 5000/- to be enclosed with the tender document in shape of DD in favour of PD, DRDA, Nayagarh and payable at Nayagarh
• Date and time for submission of Tender Document	10/10/2018 at 3 PM by Regd. / Speed Post only
• Date and time and venue for opening of Technical Bids	DRDA, Nayagarh 11/10/2018 at 11AM
• Date and time and venue for opening of Financial Bids	DRDA, Nayagarh 11/10/2018 at 11AM
• Likely date for commencement of deployment of required manpower	01.12.2018

- The tenders are invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing

**“Technical Bid for Providing Manpower Services to DRDA, DPO Office & Blocks of Nayagarh District” under Ama Gaon Ama Bikash and “Financial Bid for DRDA, DPO Office & Blocks of Nayagarh District” under Ama Gaon Ama Bikash**  
Both sealed envelopes should be kept in a third sealed envelope superscribing **“Tender for Providing Manpower Services to DRDA, DPO Office & Blocks of Nayagarh District” under Ama Gaon Ama Bikash.**

- The processing fee of Rs. 5000/- (Rupees five thousand) only, non-refundable 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 PD, DRDA, Nayagarh , **failing which the tender shall be rejected summarily.**
- The successful bidder will have to deposit a Security Deposit / Performance Security Deposit of Rs.40,000/- (Rupees Forty Thousands) only in the form of Bank Draft/ Pay order drawn in favour of PD, DRDA, Nayagarh.
- The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Government/Central Government), 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 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 Service Tax registration certificate (GST)
  - (f) Certified extracts of the Bank Account containing transactions during last three years.
- The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 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 initialized by the person authorized to sign the tender bids.
- The Technical bids shall be opened on the scheduled time, date and venue i.e. DRDA, Nayagarh on 11.10.2018 at 11.00 AM in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

- The Financial Bid of those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at DRDA, Nayagarh on 11.10.2018 at 11 AM in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- The Collector-cum-CEO, DRDA, Nayagarh reserves all the rights to cancel all bids without assigning any reason thereof.

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

1. The tendering manpower service provider should fulfill the following technical specifications
  - (a) The Firm should be situated in the district or in the neighboring districts.
  - (b) They should be registered with the appropriate registration authority;
  - (c) They should have at least two/three years experience in providing manpower to Government Dept., Public Sector Companies/ Banks, etc;
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income Tax and Service Tax departments;
  - (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. (10 lakhs p.a.)
  - (i) Execution of contracts of similar type (at least five) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED  
BY THE SUCCESSFUL MANPOWER SERVICE FOR PROVIDING  
DATAENTRY OPERATORS FOR DRDA, DPO OFFICE& 8 NO. OF BLOCKS  
UNDER AMA GAON AMA BIKASH PROGRAMME**

1. She/he should be above 18 years of age and not exceeding 42 years As on 01/01/2018.
2. The Minimum Qualification of Data Entry Operator is Graduation with PGDCA

**APPLICATION - TECHNICAL BID  
FOR PROVIDING FOR DATAENTRY OPERATORS FOR DRDA, DPO  
OFFICE& 8 NO. OF BLOCKS UNDER AMA GAON AMA BIKASH  
PROGRAMME**

<b>1.</b>	Name of Tendering Manpower Service Provider with address (Attach Proof copy)	:	_____ _____ _____
<b>2.</b>	Details of Processing fees	:	DD/ Pay Order No. _____ Date _____ Bank Name _____
<b>3.</b>	Name of Proprietor /Partner/ Director :	:	_____ _____ _____
<b>4.</b>	Full Address of Registered Office	:	_____ _____ _____ _____ Tel: _____ Fax: _____ Email: _____
<b>5.</b>	Full address of Operating / Branch Office	:	_____ _____ _____ _____ Tel: _____ Fax: _____ Email: _____
<b>6.</b>	Name & telephone no. of Authorized officer/person to liaise with Field Office(s)	:	_____ _____ _____ _____ Tel: _____ Fax: _____ Email: _____
<b>7.</b>	Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years)	:	_____ _____ _____ _____ Tel: _____ Fax: _____ Email: _____
<b>8.</b>	PAN / GIR No. (Attach attested copy)	:	_____
<b>9.</b>	Service Tax Registration No. (Attach attested copy) GST	:	_____
<b>10.</b>	E.P.F. Registration No. (Attach attested copy)	:	_____
<b>11.</b>	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**

<b>Financial Year</b>	<b>Amount (Rs. Lacs)</b>	<b>Remarks, if any</b>
2015-16		
2016-17		
2017-18		

13. Additional information, if any:  
(Attach separate sheet if space provided is insufficient)
14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client, Address, telephone & Fax no.	Manpower service provider		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

Signature of authorized person

Name:

Seal :

Date:

Place:

## **DECLARATION**

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;

I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;

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.

**Signature of authorized person**

**Date:**  
**Place :**

**Full Name:**  
**Seal of the organization:**

# **APPLICATION – FINANCIAL BID**

## **FOR PROVIDING FOR DATAENTRY OPERATORS FOR DRDA, DPO OFFICE& 8 NO. OF BLOCKS UNDER AMA GAON AMA BIKASH PROGRAMME**

1. Name of tendering Manpower Service Provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes,

Sl. No.	Manpower Type	Monthly Rate per person						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax GST	Total per person Gross
1	Skilled Labour							
2	Semi skilled Labour							
3	Un-skilled							

**Signature of authorized person**

**Date:**  
**Place :**

**Full Name:**  
**Seal of the organization:**

**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.

## **GENERAL TERMS & CONDITIONS**

### **GENERAL**

1. The Agreement shall commence from 01/12/2018 and shall continue till - 30/11/2019, 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 30/11/2019 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. Collector, Nayagarh has tentative requirement of Ten nos of Data Entry Operators one for District Panchayat Office, one for DRDA and eight for eight blocks.
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 during office hours, may also required to work beyond 5.00 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 and shall not be paid extra remuneration.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the authority Collector, 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 DRDA, DPO Office and in Blocks shall be that of the Manpower Service Provider. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum wage rate quoted in the financial bid and adduce such evidence as may be required by the DRDA Office.
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 Collector, Nayagarh.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Collector, Nayagarh shall 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 the Collector, Nayagarh
14. Collector, 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 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 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 Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation Tax authorities 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.
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 Block 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 private 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 DRDA, DPO Office & Blocks of Nayagarh District. The office concerned is no way liable in this regard.

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 Blocks of Nayagarh or office concerned or any other authority under Law.
25. The Tax deduction at Source (T.D.S.)/ GST 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.

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

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Collector-cum-CEO, DRDA, Nayagarh or the office concerned is put to any loss / obligation, monetary or otherwise, the Collector-cum-CEO, DRDA, Nayagarh 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 Collector-cum-CEO, DRDA , Nayagarh 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 Collector-cum-CEO, DRDA, Nayagarh, Nayagarh or 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 accompanied with an processing non-refundable of Rs. 5000/-(Rupees five Thousand) only in shape of D.D. drawn in favour of Project Director, DRDA, Nayagarh 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 (1<sup>st</sup> phase) / Financial Bid (2<sup>nd</sup> Competitive stage) shall be

returned to them without any interest. In case of successful tenderers if the agency fails to deploy the required man power against the initial requirement within 30 days from the date of placing of order the EMD shall stands forfeited without giving any further notice.

30. The successful tenderer will have to deposit a Security Deposit / Performance Security Deposit of Rs. 40000/- (Rupees Forty Thousands) only in form of Bank Guarantee from any nationalized Bank drawn in favour of 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 tenderer.
31. In case of breach of any terms and conditions attached to this agreement, the Security Deposit / Performance Security Deposit of Rs. 40000/- (Rupees Forty Thousands) only of the manpower service provided 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 office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
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 next higher authority or controlling officer 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, which has executed the agreement, is located.
36. The successful bidder will enter into an agreement with Collector-cum-CEO, DRDA, Nayagarh for supply of suitable and qualified manpower as per requirement of Blocks 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 / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate (GST)
7. Attested copy of the 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;
10. Certified 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.
12. Processing fees of Rs. 5000/- in shape of DD.

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

1. List of Manpower short listed by the agency for deployment in DRDA, DPO Office and Blocks of Nayagarh District containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

# **AGREEMENT**

This Agreement is made on this \_\_\_\_\_day of\_\_\_\_\_Between the Collector-cum-CEO, DRDA, Nayagarh 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 “\_\_\_\_\_” in 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 up to.....

**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  
authorized to sign on behalf of  
Manpower Service Provider**

**Signature of the Authority  
Collector-cum-CEO  
DRDA, Nayagarh**

**In the presence of witness:-**

**Witness**

1. Name:.....

Address:.....

2. Name:.....

Address:.....

**Witness**

1. Name:.....

Address:.....

2. Name:.....

Address:.....

**TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from 01/12/2018 and shall continue till 30/11/2019 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 30/11/2019 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 during office hours, may also required to work beyond 5.00 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Project Director, DRDA so that optimal services of the persons deployed could be availed without any disruption.
9. 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 Collector-cum-CEO, DRDA, Nayagarh.

10. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Collector shall not, 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 Office concerned and an Authorized representative of the Manpower Service Provider.
11. Collector 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
18. 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 Collector-cum-CEO,DRDA, Nayagarh or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
19. 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.
20. 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.
21. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Collector-cum-CEO,DRDA, Nayagarh 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.
  22. 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.
  23. 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 Service Provider.
  24. 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.
  25. 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.
  26. 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.
  27. 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.