



**DISTRICT RURAL DEVELOPMENT AGENCY,
NAYAGARH.**



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ଜିଲ୍ଲା ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ସଂସ୍ଥା, ନୟାଗଡ଼

No. 2451 Dt. 2-8-2019

Advertisement

Applications are invited from intending Service Providers of Nayagarh District or the neighbouring District for providing candidates for engagement as MGNREGA Asst. (Phase – I) for eight Blocks of this District under MGNREGA on out sourcing basis as per publication of the advertisement. The term and conditions are as follows.

1. The Minimum Qualification of Graduation with PGDCA.
2. MGNREGA Asst. should be having carrier mark of 50% defined as the overage percentage of mark excluding extra / 4th optional) secured by the candidate in 10th class or equivalent +2 or equivalent and graduation examination.
3. Must have successfully completed either a Computer Degree, Diploma or Certificate Course from any recognized University of Orissa / State Govt. Institution / State Council of Technical / Education / Board of High & Secondary Education.
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


Collector, Nayagarh

2/8/19

**DISTRICT RURAL DEVELOPMENT AGENCY,
NAYAGARH**

**TENDER DOCUMENT
(TECHNICAL & FINANCIAL)**

**HIRING OF MANPOWER
FOR**

**PROVIDING FOR MGNREGA ASST.
8 NO. OF BLOCKS UNDER MGNREGA**

COST OF TENDER PAPER : Rs. 6000/-

DISTRICT RURAL DEVELOPMENT AGENCY, NAYAGARH

TENDER DOCUMENT FOR PROVIDING MGNREGA ASSISTANT 8 NOS. TO 8 BLOCKS UNDER MGNREGA BY A PRIVATE MANPOWER SERVICE PROVIDER

a. EMD for Tender Document	:	Rs. 25,000/- 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	:	17.08.2019 at 5.00 PM by Regd. & Speed Post only
c. Date and time and venue for opening of Technical Bids	:	DRDA, Nayagarh 19.08.2019 at 11.00 AM
d. Date and time and venue for opening of Financial Bids	:	DRDA, Nayagarh 19.08.2019 at 11.00 AM
e. Likely date for commencement of deployment of required manpower	:	After finalization of tender

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 MGNREGA Asst. on contract basis for day-to-day official work.
- The contract for providing the aforesaid manpower is likely to commence after successful bidding. The period of the contract may be further extended beyond the agreement period subject to satisfactory service period provided the requirement of the Blocks for manpower persists on or may be curtailed/ terminated before expiring of agreement period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider. The Collector-cum-DPC, MGNREGA, 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 Rs. 11,00,000/-
- The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 17.08.2019 upto 5.00 PM at DRDA, Nayagarh through Regd. Post / Speed Post only.

The various crucial dates relating to **"FOR PROVIDING SERVICES OF MGNREGA Asst. OF NAYAGARH DISTRICT BY A PRIVATE MANPOWER SERVICE PROVIDER"** are indicated here under:

• EMD for Tender Document	Rs.25,000/- 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	17.08.2019 at 5.00 PM by Regd. / Speed Post only to P.D DRDA Nayagarh
• Date and time and venue for opening of Technical Bids	19.08.2019 at 11.00 AM at DRDA, Nayagarh.
• Date and time and venue for opening of Financial Bids	Same day or Next day at 11.00 AM at DRDA, Nayagarh depending on the Nos. of Tender documents received.
• Likely date for commencement of deployment of required manpower	As per the requirement.

- 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

“MGNREGS Assistant”

“Technical Bid for Providing Manpower Services to Blocks of Nayagarh District” under MGNREGA and “Financial Bid for providing Manpower Services “MGNREGA Assistant” Blocks of Nayagarh District” under MGNREGA
Both sealed envelopes should be kept in a third sealed envelope superscribing **“Tender for Providing Manpower Services “MGNREGA Assistant” to Blocks of Nayagarh District” under MGNREGA.**

- The Tender Paper cost of Rs. 6,000/- (Rupees six thousand) only, non-refundable should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the PD, DRDA, Nayagarh , payable at Nayagarh.
- The EMD fee of Rs. 25000/- (Rupees twenty five thousand) only, refundable should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the PD, DRDA, Nayagarh , payable at Nayagarh **failing which the tender shall be rejected summarily.**
- The successful bidder will have to deposit a Performance Security Deposit of Rs.75,000/- (Rupees Seventy five Thousands) only in shape of TDR duly pledged in favour of PD, DRDA, Nayagarh.
- The tendering Manpower Service providers are required to enclose photocopies of the following documents (Self attested), 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 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 19.08.2019 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 only be opened whose Technical bids are found in order. The Financial bids shall be opened at DRDA, Nayagarh on same day or next day 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-DPC, MGNREGA 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. (15 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 MGNREGA
Asst. FOR 8 NO. OF BLOCKS UNDER MGNREGA**

1. She/he should be above 18 years of age and not exceeding 42 years As on
2. The Minimum Qualification of Graduation with PGDCA.
3. MGNREGA Asst. must be a graduate .
4. MGNREGA Asst. should be having carrier mark of 50% defined as the overage percentage of mark excluding extra / 4th optional) secured by the candidate in 10th class or equivalent +2 or equivalent and graduation examination.
5. Must have successfully completed either a Computer Degree, Diploma or Certificate Course from any recognized University of Orissa / State Govt. Institution / State Council of Technical / Education / Board of High Secondary Education.

**APPLICATION - TECHNICAL BID
(FOR PROVIDING MGNREGA ASST. 8 NOS. TO 8 BLOCKS)**

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

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

FINANCIAL YEAR AMOUNT (RS. LACS) REMARKS, IF ANY

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-17		
2017-18		
2018-19		

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 & E-mail 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 MGNREGA ASST. 8 NOS. TO 8 BLOCKS)

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	Total	GST 18%	Total per person (Gross)
1									
2									
3									

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 _____ and shall continue till –date 00/00/2019 , 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 _____ 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-Cum-DPC MGNREGA has tentative requirement eight MGNREGA Asst. for eight blocks of Nayagarh District.
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 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The person deployed may be called on holidays to attend duty 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-Cum-DPC

MGNREGA, 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 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-Cum-DPC MGNREGA, 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-Cum-DPC MGNREGA, 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-Cum-DPC MGNREGA, 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 and not black listed by the appropriate authority.
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 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 IT / 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-DPC MGNREGS, Nayagarh or the office concerned is put to any loss / obligation, monetary or otherwise, the Collector-cum- DPC MGNREGA, 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- DPC MGNREGA, 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- DPC MGNREGA, 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 Rs. 6000/-(Rupees Six Thousand) only as cost of tender paper and EMD Rs. 25,000/- in shape of D.D. drawn in favour of Project Director, DRDA, Nayagarh payable at 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 (1st phase) / Financial Bid (2nd 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 / Performance Security Deposit of Rs. 75000/- (Rupees Seventy five 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 Performance Security Deposit of Rs. 75000/- (Rupees Seventy five 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- DPC MGNREGA, 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. Self Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Self Attested copy of PAN / GIR Card;
5. Self Attested copy of the latest IT return filed by agency;
6. Self Attested copy of Service Tax registration certificate (GST)
7. Self Attested copy of the P.F. registration letter / certificate;
8. Self 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. Rs. 6000/- in shape of DD. As cost of tender paper.
13. Rs. 25000/- in shape of DD as EMD.
14. Declaration.
15. An under taking regarding good Police record, no criminal case pending and not black listed by in appropriated authority.

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

1. List of Manpower short listed by the agency for deployment in 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-DPC MGNREGA, 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-DPC MGNREGA
, 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 _____ and shall continue till _____ 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 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 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The 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-DPC MGNREGA, 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-Cum-DPC MGNREGA, Nayagarh 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-Cum- DPC MGNREGA 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 and black listed by the appropriate authority (An under taking in this regard have to be submitted
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-DPC MGNREGA, 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-DPC MGNREGA, Nayagarh office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self attested Xerox copies of such documents shall be furnished to the office.
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/ GST 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 for his decision and the same shall be binding on all parties.
27. All disputes shall be under the jurisdiction of the court at Nayagarh where the headquarters of the authority, who has executed the agreement, is located.