



Annexure-I
At: Mahisapat,
PO/Dist: Dhenkanal-759001
Tel. No. (06762)224506

E-mail: ori-ddhenkanal@nic.in

DISTRICT RURAL DEVELOPMENT AGENCY, DHENKANAL

Notice No. XIII-36-2020/ 117 /DRDA/Dt. 07/01/2021

Empanelment of Manpower Agencies/Service Providers

Sealed tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of manpower for various purposes as required by the Govt. in PR &DW Department, Odisha Bhubaneswar from time to time in DRDA, Dhenkanal and its subordinate offices for a period of one year on contractual basis for day to day official works. The empanelment of Manpower Agencies/Service Provider firm will be made through Technical BIDs. Out of the technically qualified Manpower Agencies/Service Providers will be empanelled for providing the manpower, subject to the service charges fixed by the committee constituted at DRDA Dhenkanal if he/she agreed. Accordingly the list of Manpower Agencies/Service Providers will be prepared for providing manpower. The undersigned reserves the right to accept or cancel any application without assigning any reason(s) thereof. As the tender is meant for empanelment of Manpower Agencies/Service Providers, the committee formed at DRDA level has reserve the right to select the Manpower Agencies/Service Providers out of the empanelled list to provide the manpower as per requirement.

For details please visit our website in www.dhenkanal.nic.in

1. Last date of receipt of Sealed Bid is on 25-01-2021 up to 5.30 PM through Registered /Speed Post only.
2. Opening of Bid papers is on dt. 27-01-2021 at 5:00 PM at DRDA, Dhenkanal.


Collector Dhenkanal.

Memo No. 118 / Dt. 07/01/2021

Copy to the District Information Officer, N.I.C., Dhenkanal for information and necessary action with a request to web hoist the advertisement in the district website www.dhenkanal.nic.in immediately.


Project Director
DRDA, Dhenkanal

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Collector Dhenkanal

TENDER DOCUMENTS



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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Rural Development Agency Dhenkanal requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Manpower as per requirement of the Govt. for various purposes for DRDA, Dhenkanal and its subordinate offices on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence after selection of the service providers by the selection committee and would ordinarily continue for a period of one calendar year from the date of execution of agreement the contract of service provider firm may be extended or curtailed subject to requirement and satisfactory performance by the Firm. The DRDA Dhenkanal however, reserves the right to terminate this initial contract at any time giving one week notice to any of the empaneled service provider.
3. The tentative requirement is as per the requirement of the Govt. from time to time and will be intimated accordingly.
4. The tender documents can be downloaded from the official web site of NIC Dhenkanal i.e. www.dhenkanal.nic.in. The cost of tender paper is Rs.5000/- (Rupees Five Thousand) only Payable shape of DD in favour of Project Director DRDA, Dhenkanal payable at Dhenkanal.
5. The interested Manpower Service Providers may submit the tender document complete in all respect along with Earnest Money Deposited (EMD) of Rs. 50,000/- and other requisite documents through Registered/Speed post only. (any other mode will not considered) by date ~~25-01-2021~~ upto 05.30 P.M. in the following address.
Project Director, DRDA Dhenkanal
At- Mahisapat
PO/Dist- Dhenkanal, 759001
6. The various crucial dates relating to "Tender for empanelment of for providing manpower Services to the District Rural Development Agency Dhenkanal as below.
 - (a) Last time for receipt of the sealed Tender Documents by Speed Post/ Registered post date ~~25-01-2021~~ to 05.30 P.M.
 - (b) Date and timing for opening of
 - (i) Technical Bid dt. ~~27-01-2021~~ at ~~05.00~~ PM
 - (c) Likely date of commencement of deployment of required manpower : After finalisation of tender.
7. The sealed tender has been invited in one bid system i.e. only Technical BID. The interested agencies are advised to submit sealed envelope super scribing "Technical Bid for empanelment of Manpower Agencies/Service Providers in District Rural Development Agency, Dhenkanal".
8. The earnest Money Deposit(EMD) of Rs. 50,000/ (Rupees fifty thousand only) refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft Drawn in favour of Project Director, District Rural Development Agency, Dhenkanal payable at Dhenkanal **failing which the tender shall be rejected summarily.**
9. The successful tenderer those are agreed with the decision of the committee regarding service charges will have to deposit a Performance Security Deposit of **Rs.1,00,000/-** (Rupees one lakh) only in the form of Fixed Deposit Receipt(FDR)/ Demand Draft from any Nationalized Bank drawn in favour of *Project Director, District Rural Development Agency, Dhenkanal payable at Dhenkanal* covering the period of contract within seven days on signing of the agreement. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful tenderer.

10. The Tendering Manpower Service providers are required to enclose self-attested photocopies of the following documents, along with the Technical Bid, failing which their bids shall be summarily /out rightly rejected and will not be considered any further.
 - a) Registration Certificate of the applicant's organization.
 - b) Copy of the PAN/GIR card.
 - c) Copy of the IT return filed for the last three financial years: (2016-17 to 2018-19)
 - d) Copies of the EPF and ESI Certificates.
 - e) Copy of Service Tax Registration Certificate
 - f) Copy of audit report for the last three financial years. (2016-17 to 2018-19)
 - g) Computation of Income Statements of last financial year.
 - h) Certified extracts of the Bank Accounts containing transactions during last three years.
 - i) Labour Registration Certificate.
11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
12. All entries in the tender form should be legible and filled clearly. If the space of furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or correction is permitted in the Technical Bid Form. In such cases, the tender shall be liable for rejection. However, correction, if any, in the Technical Bids Application must be initiated by the person authorised to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date and time i.e. at 27-01-2021 on dt. 05:00 PM in the office chamber of the Project Director District Rural Development Agency, Dhenkanal in the presence of the Manpower Service providers or their authorised representatives and anyone who wishes to be present on the spot at that time.
14. The Collector-cum-CEO, ZP, Dhenkanal reserves the right to annul to bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

1. The tendering manpower service provider should fulfil 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 DRDA, Dhenkanal /Controlling Officer are procuring manpower for deployment in their filed office(s), the manpower service provider should provide the name, designation and contact number the person to liaise with the said Filed Office (s).
 - 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 Departments/Public Sector/Private Companies.
 - d. They should have their own Bank Account.
 - e. They should be registered with Income Tax and Service Tax Department.
 - f. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
 - g. They should have any other regulatory clearance (to be specified by the user DRDA, Dhenkanal) that may be required for providing man power services.
 - h. The agency should fulfil all the statutory compliance of Finance Department, Government of Odisha as stipulated from time to time.
 - i. The selected firms are liable to comply with all the terms and conditions stipulated by Government from time to time during the agreement in force.
 - j. The sealed tender shall be of one Bid system i.e. Technical Bid. The interested agencies are advised to submit sealed envelopes super scribing "**Technical Bid for providing Manpower Services to District Rural Development Agency, Dhenkanal**" and submitted along with the Tender Document by following the above procedure.
 - k. The Black listed Firms(s) shall out rightly be rejected. An undertaking by bidder should be furnished that, their firm(s) have never been Black listed in any district.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE EMPANELMENT
MANPOWER SERVICE PROVIDER IN THE DISTRICT RURAL DEVELOPMENT AGENCY,
DHENKANAL.**

1. He/she should be above 18 years of age and not be above 40 years as on the date of agreement.
2. The minimum Educational Qualification for services of manpower will as per the Govt. instruction from time to time.
3. The candidate shall have functional knowledge of computers and be well versed in MS Office Software and internet. He should also proficient in other standard packages and applications.
4. The candidate shall working knowledge of English and Odia on computer.
5. The candidates nominated by the qualifying firm shall be ready to report for work immediately after deployment by DRDA.



TERMS & CONDITION

GENERAL

1. The agreement shall commence from..... and shall continue till.....(One year) 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 dated..... unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the man power 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 terms and conditions as furnished by it to the Authority while submitting the tender or at any 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 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 at any time after giving 15 days' notice to the Manpower service provider.
7. The manpower service provider will have to deploy manpower within seven days after receiving the letter for providing manpower.
8. The person deployed shall be required to report for work as per Govt. time table fixed time to time and may also require to work beyond the time for which he would not be paid any extra remuneration for additional work as and when required. 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, Dhenkanal, so that optimal services of the persons deployed could avail without any disruption.
10. The entire financial liability in respect of manpower service deployed in offices shall be that of the manpower service provider and the office concerned will in no way be liable for any lapses. It will be the responsibility of the manpower service provider to pay to the person deployed a some not less than the minimum rate fixed as per Govt. instructions and adduce then such evidence as may be required by the DRDA, Dhenkanal or office concerned for reimbursement of Bill of the firm for the succeeding month. If at any point of time it is noticed that the agency paying lesser remuneration to the candidates than the rate fixed, then the agreement shall be terminated and EMD and Security etc. deposits shall be forfeited forthwith.
11. The payment of the remuneration to the manpower has to be through Bank Account only. No cash payment can be made to them.
12. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of all applicable laws in respect of manpower so deployed. The person deployed by the manpower service firm shall not have any claim whatsoever like employer and employee relationship against the DRDA, Dhenkanal or any office concerned.

13. The manpower service provider shall be solely responsible for the redressal of grievance or resolution of dispute relating persons deployed .The DRDA, Dhenkanal shall, in no way, be responsible for settlement of such issues whatsoever. In case the Grievances of the deployed person are not attended to be the manpower service provider the deployed person can place their Grievance before a joint committee consisting of a representative of the DRDA, Dhenkanal or office concerned and an Authorised representative of the manpower service.
14. The DRDA, Dhenkanal 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 the pay, perks and other facilities admissible to regular/ conformed employees during the currency or after expiry of the Agreement.
16. In case of termination of this agreements in its expiry or otherwise, the persons deployed by the manpower service provider shall not be entitled to and shall have no claimed whatsoever to any absorption in regular or other capacity in DRDA, Dhenkanal or any officers attached to him/her .
17. The person deployed shall not claim any benefit or compensation or absorption of regularisation of deployment with office under any provision of Rules and Act. Under taking from the persons deployed to the 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, Employment State Insurance Corporation etc. and a copy of the same shall be submitted. The manpower service provider shall comply with all the legal requirements for obtaining licence under contract labour (Regulation 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 occurs any, probability of the person living the job due to his /her own personal reasons. The 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 contribution towards provident fund and Employees State Insurance wherever applicable.
20. The person deployed by the manpower service should have good character and no criminal case should be pending against them.
21. The person deployed should be polity, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the DRDA, Dhenkanal or office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part the person deployed.

LEGAL

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws, besides action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the DRDA, Dhenkanal or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the DRDA, Dhenkanal or office concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self-Attested photo copies of such documents shall be furnished to the DRDA, Dhenkanal.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the DRDA, Dhenkanal or office concerned or any other authority under Law.
26. The Tax deduction at source (TDS) shall be done as per the provision of Income Tax Act/ Rules, as amended, from time to time and certificate to this effect shall be provided by the office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the DRDA, Dhenkanal or the office concerned is put to any loss/obligation, monetary or otherwise, the DRDA, Dhenkanal or the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent to the loss or obligation in monetary terms.
28. Agreement is liable to be terminated because of non- performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and non-payment of remuneration of employed persons and non-payment of statutory dues or for any other reason. The DRDA, Dhenkanal 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 the statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DRDA, Dhenkanal or office concerned by the person deployed, the same shall be recovered, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (refundable without interest) Rs.50,000/- (Rupees fifty thousand) only in the form of Demand Draft drawn in favour of Project Director, District Rural Development Agency, Dhenkanal payable at Dhenkanal failing which the tender of the concerned agencies/firms shall be rejected out rightly.
30. The Earnest Money Deposit in respect of agencies/ firms which do not qualify the technical Bid shall be returned to them without any interest. In case of successful tender, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
31. The empanelment bidder shall have to deposit a Security Deposit of Rs.1,00,000/- (Rupees One lakh) only in the form of Fixed Deposit Receipt (FDR) issued in favour of Project Director District Rural Development Agency, Dhenkanal payable at Dhenkanal covering the period of contract within seven days of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the empanelled bidder.
32. In case of breach of any terms and condition attached to this agreement the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheets in respect of the persons deployed and submit the same to the prescribed authority of the concerned offices 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 claim in bills regarding Employees State Insurance, provident fund and service tax etc. should be necessarily accompanied with documentary proves pertaining to the concerned bill of 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, Dhenkanal or office concerned
35. The amount of penalty calculated @Rs.100 per day on account of delay. If any, providing a suitable substitute for the period beyond three working days by Manpower service Provider shall be deducted from monthly bills in the succeeding month.
36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. .Alternatively, the dispute shall be referred to the next higher Authority or controlling officer for his decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the District Civil court located at Dhenkanal in the District of Dhenkanal.
39. The empanelled bidders will enter into an agreement with the Collector-CEO-ZP, Dhenkanal for supply of the suitable and qualified manpower as per requirement of the DRDA Dhenkanal on the above terms and conditions.



DOCUMENTS TO BE PROVIDED WITH 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 the Service Tax Registration Certificate.
7. Self-attested copy of the PF Registration letter/Certificate.
8. Self-attested copy of the ESI registration letter/certificate.
9. Certified documents in support of the financial turnover the agency (Audit report)
10. Certified Documents in support of entries in column 13 of Technical Bid Application
11. Copy of the terms and conditions at page 10 to 15 in Tender document with each page duly signed and sealed by the authorised signatory of the agency in token of their acceptance.
12. Original Demand Draft amounting to Rs.50,000/- towards EMD.
13. Compute of Income Statement for the last Financial year.



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

1. List of manpower shortlisted by agency for deployment in District Rural development Agency, Dhenkanal containing full details i.e. date of birth, marital status, address educational qualification etc.
2. Bio- Data of all candidates
3. Any other document considered relevant.



AGREEMENT

The AGREEMENT is made on this _____ day of _____ between the Governor of Odisha represented by _____, here in after referred to as "Authority", which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

And

M/S- _____ represent by 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 service of " _____ are required in DRDA _____ / office.

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 payment to be made "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 DRDA) _____/ Office in conformity with the provisions terms and conditions.
3. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
4. That this agreement is valid up to 28.02.2021

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 Manpower service Provider

Signature of the Authority

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 -----(date) and shall continue till -----(date) unless it is curtailed or terminated by the Authority owing to deficiency of services, substandard quality of Manpower deployed, breach of contract etc., or change in requirements.
2. The agreement shall automatically expire on -----(date) unless extended further by the mutual consent of the manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some addition/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 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 breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The Authority reserves the right to terminate/renewal 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 as per Govt. time table fixed time to time and may also require to work beyond the time for which he would not be paid any extra remuneration for additional work as and when required. In case, the person deployed remain absent on a particular day or comes late/ leaves early on three occasion's 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 Department, so that optimal services of the person deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Department or office concerned shall be that of the Manpower service Provider and the Department or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the Financial Bid and adduce such evidence as may be required by the Department or Office concerned.
10. 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 whatever like Employer and Employee relationship against the Department or Office concerned
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The office 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 grievances before a joint committee consisting of a representative of the office and an authorised representative of the manpower service Provider.
12. The office 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.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perk and other facilities admissible to regular/confirmed employees during the currency or after expiry of the agreement.
14. 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.
15. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment. Undertaking from the persons deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with the concerned Government 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.

17. The Manpower Service Provider shall provide persons from the panel 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 Providers shall be responsible for contributions towards Provident Fund and Employees State Insurance wherever applicable.
18. The persons deployed by the Manpower Service Provider should have good character records and no criminal case should be pending against them.
19. The persons engaged should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office. The Manpower Service Provider shall be responsible for any Act of indiscipline on the part of the persons deployed.
20. 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 persons deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the office. The office shall have no liability in this regard.
22. The Manpower service Provider shall also be liable for depositing all taxes, levies Cess etc. on account of service rendered by it to the office of the concerned tax collection authorities, from time to time as per the rules regulation in the matter. Attested Xerox copies of such documents shall be furnished to this office.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Authority or any authority under law.
24. 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 this Office.
25. In case, the Manpower Service provider fails to comply with any liability under appropriate law, and as a result thereof this office is put to any loss/obligation monetary or otherwise, this office will be entitled to get itself reimbursed out of outstanding bills or the performance security deposit of the manpower Service provider, to the extent of the loss or obligation in monetary terms.
26. 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 Authority 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 it caused to the office by the person deployed, the same shall be recovered from the unpaid bill or adjusted from the performance security deposit.
27. 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.
28. The Man power Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the concerned officer in respect of the person deployed and submit the same to the 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.
29. The claims in bills regarding Employees State Insurance, provident fund, and G.S.T. etc should be necessarily accompanied as documentary proof with the bill 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 office concerned.

30. The amount of penalty calculated @Rs.100/- per day on account of delay, if any, in providing a suitable for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
31. The Authority reserves the right to withdraw or relax any of the Manpower Service Provider should be governed by the State Government Notification relating to Wages Act revises from time to time.
32. In the event of any dispute arising in respect of 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.
33. 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.
34. The Manpower Service Provider will bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. 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.



APPLICATION- TECHNICAL BID

Empanelment for providing Manpower Services to District Rural Development Agency, Dhenkanal.

1. Name of Tendering Manpower Service Provider(Attach Self Attested Photo/ID card/PAN/EPIC/DL/Pass port) _____
2. Details of Earnest Money Deposited:
DD No. _____ date _____
of _____ drawn on Bank _____
3. Name of Proprietor / Partner / Director: _____
4. Full address of registered Office:

Telephone No. _____ E-mail address _____
5. Full Address of Operating/ Branch Office

Telephone No. _____ E-mail address _____
6. Name & telephone Number authorized officer/ person to liaise with field officer(s)

7. Banker of Manpower Service provider (Attached copy of statement of A/C for the last three Financial years):
8. PAN/GIR No.(Attached Attested copy):
9. Service Tax Registration No. (Attach attested copy)
10. EPF Registration No. (Attach attested copy):
11. ESI Registration No. (Attach attested copy):
12. Financial Turnover of the tendering manpower Service Provider for the last three Financial years;(Audit report for then year2017-18 to 2019-20)

Financial year	Amount(in Lakhs)	Remarks, if any
2017-18		
2018-19		
2019-20		

13. Additional information, if any (attach separate sheet if space provided is insufficient)

(a) IT return for the financial year, 2016-17 to 2019

(b) Labour Registration certificate.

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

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

Sl No.	Name of Clients address, Telephone No.	Manpower Services Provided		Amount of Contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

Date:
Place:

Signature of Authorized person
Full Name:
Seal:



DECLARATION

1. I _____ S/D/W
of _____ Proprietor
/ Director/Authorized Signatory of the Service Provider mentioned above, an competent to
sign this declaration and execute this tender documents.
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 authentic and
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:

