

Government of Odisha
General Administration and Public Grievance Department

No. 13262 /Gen., Bhubaneswar
GAD-SC-GCS-0225-2023

dated the 01st May, 2024

From

Sri Sashank Sekhar Dash, OAS
Additional Secretary to Government.

To

All Departments of Government/
All Heads of Department/
All RDCs/
All Collectors.

Sub: Supplementary agreements to be executed as per clause 7 of Resolution No.7982/GAD, dated 07.03.2024 issued by GA&PG Department.

Sir,

I am directed to send herewith the draft supplementary agreement to be executed in continuation to the existing agreement as per clause 7 of Resolution No.7982/GAD, dated 07.03.2024 issued by GA&PG Department for the purpose of enhancement of payment/timely payment/grant of maternity leave etc., to persons engaged by the manpower service provider.

Yours' faithfully,

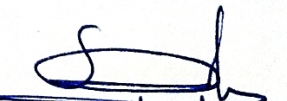

01/05/2024

Additional Secretary to Government

Memo No. 13263 /Gen., Bhubaneswar

dated the 01st May, 2024

Copy forwarded to G.A. & P.G. Department Library (20 copies)/ Guard file (S.C. Branch) (20 copies) for information and necessary action.

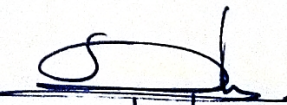

01/05/2024

Additional Secretary to Government

Memo No. 13264 /Gen., Bhubaneswar

dated the 01st May, 2024

Copy forwarded to A.R. Cell, G.A. & P.G. Department with a request to hoist this instruction letter in the website of G.A. & P.G. Department.


01/05/2024

Additional Secretary to Government

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement, in continuation to the existing Agreement is made on this _____ day of _____ 2024, Between **Governor of Odisha**, represented by the _____ **(Authority), Odisha, Bhubaneswar** herein-after referred to as "Authority" which expression shall, where the context so requires of admits also includes its successors or assignees of the one part;

And

_____ represented by _____, herein-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.

Signature of the Manpower Service Provider	Signature of the Authority
(With Official Seal)	(With Official Seal)

Now this agreement witnesses as below:

1. That the **Annexure I** 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 deployed as _____ Nos; shall be deployed in office of the _____ in conformity with the provisions of the terms and conditions prescribed in the Annexure I in addition to the terms and conditions of the existing agreement.
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 condition.
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 for one year up to _____

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the Officer Authorised to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An Officer acting in the premises for
and on behalf of the Governor of Odisha.**

In the presence of witness

1. Name:..... 1. Name:.....

Address: Address:

2. Name:..... 2. Name:

Address: Address:

Annexure I

1. **TIMELY PAYMENTS.**— To ensure timely payment of remuneration to the persons deployed, the billing cycle is proposed to be operative from the 21st of every month to the 20th of the succeeding month. The Absentee Statement shall be generated by the Department or office concerned latest by the 21st of the month. The Manpower Service Provider shall submit the bills within the 23rd of each month. The Authority shall be under obligation to ensure passing of bills by the 26th of the month and release the same to the Manpower Service Provider latest by the 28th of each month. The Manpower Service Provider shall be responsible for transfer of remunerations to the persons deployed within the next 48 hours and in no case later than the last day of every month. The timelines for billing cycle are given in the table below for better clarity:—

TABLE-1

ACTION	PRESCRIBED TIMELINE	RESPONSIBILITY	ACTUAL DATE OF COMPLIANCE
Date of submission of Absentee Statement	16 th day of the month	Controlling Officer/ Branch Head to Establishment Officer	
Submission of bills by the Manpower Service Provider	20 th day of the month	Manpower Service Provider	
Approval of bills by Authority	25 th day of the month	Establishment Officer	
Transfer of funds to Manpower Service Provider's bank account	28 th day of the month	Establishment Officer	
Transfer of remuneration to the persons deployed accounts by Manpower Service Provider .	30 th /31 st day of the month.	Manpower Service Provider	

2. **GRIEVANCE CELL.**— All the Departments shall create a grievance cell to attend to the grievances of the persons deployed and Manpower Service Provider. An Officer, not below the rank of Group A of the Department shall be designated as the Grievance Redressal Officer of the cell and his phone number and address should be made available to all the persons deployed and Manpower Service Provider. The Grievance Redressal Officer shall call both the parties

and reconcile the disputes. In case it is established that the Manpower Service Provider has committed any serious violation, action in accordance with the terms and conditions of the agreement shall be taken by the Concerned Authorities. A standard format for grievance shall be prescribed by the GA & PG Department for submission of grievance by the petitioners.

3. **MONTHLY REPORTING AND REVIEW.**— The officer responsible for Office Establishment dealing with payments to the Manpower Service Provider shall submit a monthly report as per the TABLE 1 prescribed under clause I within the first week of every succeeding month to the Head of Office, who shall review the performance in this regard and keep a record of same.
4. **"THE ODISHA OUTSOURCED EMPLOYEES OMBUDSMAN".**— The Authority shall establish the "Odisha State Outsourcing Employees Ombudsman" (here in after referred to as the Ombudsman), which shall serve as a dedicated platform for addressing concerns and ensuring a fair and transparent environment for both the Manpower Service Provider and the persons deployed in the Department or office. The purpose of this "Ombudsman" is to provide a neutral space to resolve disputes, facilitate open communication, and uphold the rights of all the parties involved. The primary objective of the Outsourcing Employees Ombudsman is to establish a framework that promotes fairness, transparency, and effective conflict resolution within the context of outsourcing. This shall create a neutral and impartial platform where both the Manpower Service Provider and the personnel deployed can address concerns, resolve disputes, and ensure that the rights and interest of all parties are protected. Through open communication and collaborative problem-solving and strive to foster a productive and harmonious outsourcing environment that benefits everyone involved.
5. **TIMELY DEPOSIT OF STATUTORY DUES.**— All statutory dues payable on account of the persons deployed shall be deposited by the Manpower Service Provider, well within the legally prescribed time and documentary evidence of same shall be submitted along-with the bills of subsequent month. If any Manpower Service Provider fails to deposit the statutory dues, it shall be liable for action as per law, in addition to cancelation of their license by the authority competent under law, cancellation of contract and blacklisting following the principles of natural justice.
6. **MATERNITY LEAVE.**— The Manpower Service Provider can claim a maximum of 4 months (120 days) Paid Maternity Leave in case of female deployee for first two issues as per eligibility.

7. **ENHANCEMENT OF REMUNERATION.**— (1) Demands have been raised by the Manpower Service Provider for enhancement of remuneration in view of the increase in cost of living and commensurate to the experience gained by the manpower service provided. The Manpower Service Provider have to be guided by the terms and conditions of the executed with the Authority for providing manpower since the cost of living has been rising mandating increase in remuneration as also the fact that remuneration ought to be in relation to experience gained.

(2) After examining the cost of living and considering the demands and keeping in view the principles of remuneration commensurate to the experience of the manpower provided, the Authority hereby enhance remuneration of the persons deployed as per the TABLE below:—

TABLE-2

REVISED RATE OF REMUNERATION (EFFECTIVE FROM FEBRUARY 2024)							
SL NO.	EXISTING MONTHLY REMUNERATION	REVISED MONTHLY REMUNERATION BASED ON YEARS OF EXPERIENCE					
SL. NO.	WAGES PER MONTH	Less than 5 years	5+to 10 years	10+to 15 years	15+to 20 years	20+ to 25 Years	More than 25 years
1	10100	12600	13600	14600	15600	16600	17600
2	10500	13100	14100	15100	16100	17100	18100
3	10900	13600	14600	15600	16600	17600	18600
4	11100	13900	14900	15900	16900	17900	18900
5	11200	14000	15000	16000	17000	18000	19000
6	11500	14400	15400	16400	17400	18400	19400
7	11900	14900	15900	16900	17900	18900	19900
8	12500	15600	16600	17600	18600	19600	20600
9	21100	26400	27400	28400	29400	30400	31400

(3) The Departments or the offices, which have hired the services of Manpower Service Providers by executing an agreement with them, shall sign supplementary agreement, as the case may be, with the respective Manpower Service Provider and incorporate the enhancements as prescribed in sub-clause (2), without delay.

(4) It shall be the responsibility of the Manpower Service Provider to submit proof of experience of the persons deployed to make application for admissibility of higher rate of remuneration based on experience in the online portal/application to be developed by the GA & PG Department as per clause 8 enclosing all documentary and credible evidence in electronic mode (*Example: certificate of deployment signed by the concerned Department in favour of the person provided by the concerned Manpower Service Provider/pay-slips issued, Letter of deployment issued to the person, if any, bank statement as proof of transfer by the Manpower Service Provider to the account of the personnel, etc.*) in support of the period of such deployment:

Provided that such a higher rate of remuneration shall be provided only after due verification and authentication of such documents or records furnished by the Department in which the personnel is currently deployed.

8. **DEVELOPMENT OF SOFTWARE APPLICATION.**— The GA & PG Department shall use the services of CMGI to develop a user-friendly software application for use by the deployed persons, the Manpower Service Provider and the Departments and offices. Such application shall also be available on mobile platform to facilitate submission of grievances by the persons deployed and the Manpower Service Providers, viewing of full, and timely deposit of statutory dues by the Manpower Service Provider, Monitoring of timely payment of remuneration by the Departments and the Manpower Service Providers etc. The prototype of the application software shall be developed within next two to three months of the execution of the Supplementary Agreement.

9. **APPLICABILITY OF ABOVE PROVISIONS.**— (a) All personnel deployed and have been receiving remuneration directly from Departments or offices but not through any Manpower Service Provider shall also be covered under these clauses.

(b) Persons deployed by State PSUs, Corporations, Societies, Associations and similar organizations functioning under the Departments (except consultants) shall also be governed by the above clauses and in case any person who has been receiving remuneration, more than the present entitlement, their remuneration shall be protected.

(c) Henceforth, any such remuneration shall not be enhanced by any of the Department or office concerned, without the prior concurrence of the GA & PG and the Finance Department.

IN WITNESSESS whereof the parties have hereunto said their hands and seals the day and year above written.

Signature of the Manpower Service Provider

(With Official Seal)

Signature of the Authority

(With Official Seal)