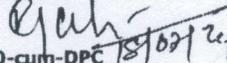



 DISTRICT PROJECT OFFICE, SS, JHARSUGUDA
 

No. 1099/ESTH/24 18-07-24
 TENDER CALL NOTICE

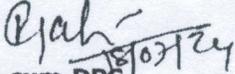
ENGAGEMENT OF DATA ENTRY OPERATORS THROUGH SERVICE PROVIDING AGENCY
 Data entry operators will be engaged in Jharsuguda District on contract basis through service providing agency. Interested service providing agencies may apply through Speed Post/Regd Post only to the District Project Office, SS, Jharsuguda, At-Collectorate campus, Po- OMP Line, Dist-Jharsuguda-768204. The details can be downloaded from website www.jharsuguda.odisha.gov.in. The last date for submission of proposal is 30.07.2024

Name of the Post	Scheme	No of Posts	Qualification	Take Home Remuneration (including EPF & ESI share)
Data Entry Operator	SS	06	Graduation with DCA/PGDCA	RS 10,283/-per month

The undersigned reserved the right to cancel any or all the proposals without assigning any reason thereof.
By the order of Collector-cum-Chairman, SS, Jharsuguda

 DEO-cum-DPC 18/07/24
 SS, Jharsuguda

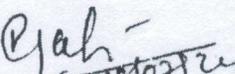
Memo No 1100/ESTH/24 Dtd 18-07-24

Copy to the Deputy Director, Advertisement, I and PR Department, Odisha, Bhubaneswar for information and necessary action, he is requested to publish the 'Tender Call Notice' in all editions of any two Odia Dailies by 19.07.2024 (for one day only) for wide publicity. After publication, the proof of the publication along with the proforma bill at the latest PR Rate may please be furnished to this office for payment.


 DEO-cum-DPC
 SS, Jharsuguda

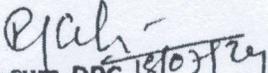
Memo No 1101/ESTH/24 Dtd 18-07-24

Copy to the DIPRO, Jharsuguda for information and necessary action.


 DEO-cum-DPC
 SS, Jharsuguda

Memo No 1102/ESTH/24 Dtd 18-07-24

Copy to the D.I.O., NIC/Degm, Jharsuguda for information and necessary action with a request to upload the notice in the District website for wide publicity.


 DEO-cum-DPC
 SS, Jharsuguda



DISTRICT PROJECT OFFICE
SAMAGRA SHIKSHA, JHARSUGUDA

TENDER DOCUMENTS
FOR
SELECTION OF MANPOWER SERVICE PROVIDER
FOR PROVIDING DATA ENTRY OPERATORS TO
BLOCK RESOURCE CENTRES AND DISTRICT
EDUCATION OFFICE OF JHARSUGUDA DISTRICT

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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Project Office, SS, Jharsuguda requires the service of reputed, well establishment and financially sound Manpower Service Providers to provide services of 06 number of Data Entry Operators (DEO) having Graduation with DCA/PGDCA qualification on contract basis for day-to-day official work under SS, Scheme Jharsuguda.
2. The contract of providing the aforesaid manpower is likely to commence from **01.08.2024** and would continue till **31.03.2025**. **The** period of the contract may be further extended beyond **31.03.2025** provided the requirement of the SS, Jharsuguda persists at that time or may be curtailed/terminated before **31.03.2025** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in requirement for SS, Jharsuguda. The SS, Jharsuguda however, reserves right to terminate this initial contract at any time after giving fifteen days' notice to the selected Service Provider.
3. District Project Office, SS, Jharsuguda has tentative requirement 06 Data Entry Operators.
4. The estimated cost of the contract is Rs 4,93,584/- (Rupees Four Lakh Ninety Three Thousand Five Hundred Eighty Four) only.
5. The interested Manpower Service Provider may submit the tender document complete in all respects along with EMD of Rs. **10,000/-** and other requisite documents by **30.07.2024 at 5.P.M** at District Project Office, SS, Jharsuguda by registered post/speed post only.
6. The various crucial dates relating to "Tender for providing manpower service to District Project Office, SS, Jharsuguda are indicated here under:
 - a) Period of issue of Tender document :**20.07.2024**
 - b) Date and time for submission of tender documents by speed post/register post up to **30.07.2024 at 5. P.M**
 - c) Date of time for opening of
 - i) Technical Bid : **31.07.2024 AT 11.00.AM.**
 - ii) Financial Bids of eligible Tenders : **31.07.2024 AT 3.00 P.M.**and selection
 - d) likely date for commencement of deployment of required manpower **01.08.2024**
7. The tender has been invited under two bid system i.e Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to District Project Office, SS, Jharsuguda**" and "**Financial Bid for Providing Manpower Services to District Project Office, SS, Jharsuguda**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to District Project Office, SS, Jharsuguda**".
8. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft /T.D.R. of any Nationalized bank pledged in favour of District Project Coordinator, SSA, Jharsuguda payable at Jharsuguda, failing which tender shall be rejected summarily.

9. The successful Tenderer will have to deposit a performance security deposit of Rs. 50,000/- (Rupees Fifty Thousand) only in form of Bank guarantee from only Nationalized bank in favour of District Project Coordinator, SSA, Jharsuguda 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 tenderers.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Central Government /any Gazetted Officer not below the rank of Sub-Collector of the State 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 EPF and ESI return copy of June-2024.
 - f) Copy of GST registration Certified
 - g) Copy of online GST return challan of June2024
 - h) Certificate extracts of the Bank Account containing transaction during last three years
 - a. Copy of single contract worth Rs 8,00,000/- on similar work in FY 2021-22, 2022-23 & 2023-24. i. e engagement of DEOs.
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 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 initiated by the person authorized to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date and time at 11.00 A.M on 31.07.2024 in the office Chamber of District Project Coordinator, SS, Jharsuguda in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened at 3 P.M on 31.07.24 in the office chamber of District Project Coordinator, SS, Jharsuguda in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the District Project Office, SS, Jharsuguda reserves the right to annual all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

2. The tendering manpower service provider should fulfill the following technical specification.
 - a. The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the user SS, Jharsuguda.
 - 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 Department/Public Sector Companies/Banks, etc.
 - d. They should have their own Bank Account.
 - e. The Income Tax and filed IT return for FY 2021-22, 2022-23 & 2023-24.
 - f. They should be registered with service tax department and obtained up to date GST-3 returned up to 30.06.2024.
 - g. They should be registered with the appropriate authority under Employees Provident Fund and obtained return up to June-2024 (Form-6) & e-challan of EPF up to June-2024.
 - h. They should be registered with the appropriate authority under Employees State Insurance Acts and obtained return up to June-2024 & e-challan of ESI up to June-2024.
 - i. They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - j. Single contract for man power service is above Rs. 8 Lakhs for FY 2021-22, 2022-23 & 2023-24.
 - k. Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIRMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSUFL
MANPOWER SERVICE PROVIDER IN THE BLOCK RESOURCE CENTRE (BRC), SS,
JHARSUGUDA DISTRICT**

1. She/He should be above 21 years of age and not exceeding 42 years as on 01.12.2023.
3. The Minimum Educational Qualification for Data Entry Operator (DEO) will be Graduation in any discipline with DCA/PGDCA.
4. The Candidate shall be well conversant in computer and essentially well trained in MS Office and internet. He/ She should also be proficient in other standard packages & applications.
5. The Candidate shall have working knowledge of English and Oriya.
6. The Data Entry Operator should have a speed of 40 words per minute in English and Odia should be will conversant with computer and essentially well trained in MS office, internet and LAN function.
7. He/ She will be appeared the computer skill test to be held at DPO, SS, Jharsuguda. Those who cleared/qualified the computer skill test will be deployed by Manpower Service Provider, Out Sourcing Agency to Block Education Offices, Jharsuguda District.

APPLICATION-TECHNICAL BID

For Providing Manpower Services to Block Resources Centers (BRCs) under SS, Jharsuguda District.

1. Name of Tendering Manpower Services Provider: _____
2. Details of Earnest Money Deposit: DD No. _____ date _____
OFFICE _____
drawn on Bank _____
3. Name of Proprietor/Partner/ Director:

4. Full Address of Registered Office:

Telephone No.: _____ Fax No.: _____
E-Mail Address: _____
5. Full Address of Operating/ Branch Office:

Telephone No.: _____ Fax No.: _____
E-Mail Address: _____
6. Name & Telephone No. of Authorized Officer/
Person to liaise with Field Office(s): _____

7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the
last Three years):

Telephone Number of Banker: - _____
8. PAN/GIR No. (Attach attest copy): _____
9. Goods copy) & Service Tax Registration No. (Attachattest
10. E.P.F. Registration No. (Attach attest copy): _____
11. E.S.I. Registration No. (Attach attest copy): _____

12. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years:

Financial Years:	Amount (In Lakhs)	Remarks, if any
2021-22		
2022-23		
2023-24		

13. Financial Turnover of the similar contracts of the tendering Manpower Service Provider
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 the Client, address, Telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. in lakhs)	Duration of Contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any (Attach Separate sheet, if required):

Date:

Signature of Authorized Person.

Place:

Name:

Seal:

Declaration

1. 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.

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

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ We, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Name:

Seal:

APPLICATION-FINANCIAL BID

For Providing Manpower Services to Block Resources Centers (BRCs) SS, Jharsuguda District.

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

Sl No.	Manpower Type	Monthly Rate per DEO/Block						
		Take home remuneration	EPF	ESI	Other statutory dues, if any	Service Charge	Service Tax	Total per person
1.	Data Entry Operator (DEO)							

Date:

Signature of Authorized Person.

Place:

Name:

Seal:

[*] Take home remuneration Rs 10,283/- (Rupees Ten Thousand Two Hundred Eighty Three) only include the EPF & ESI share of employee.

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.

TERMS CONDITIONS

GENERAL

1. The agreement shall commence from 01.08.2024 and shall continue till 31.03.2025 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 31.03.2025 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 condition or with some additions/deletions/modification, 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 state. 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 during initial period also after giving 15 days' notice to the manpower service provider.
7. The person deployed shall be required to report for work at 10.00 A.M in BRC and may also require to work beyond 5.30 P.M for which he/she 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 District Project Coordinator, SS, Jharsuguda, so that optimal services of the person deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deploy in the Block Resources Center (BRC)/ District Project Coordinator, SS, Jharsuguda shall be that of the manpower service provider and the Block Resource Center (BRC) or DPO concerned will in no way liable. It will be the responsibility of the manpower service provider to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the Block Resource Center (BRC) or DPO, SS, Jharsuguda.
10. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
11. For all intents and purpose, the manpower service provider shall be "employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the manpower services shall not have any claim whatsoever like employer and employee relationship against the Block Resource Center (BRC) or D.P.O, SS, Jharsuguda.
12. The manpower service provider shall be solely responsible for redressal of grievances or resolution of disputes relating to person deployed. The Block Resource Center (BRC)/ District

Project Coordinator, RTE-SS, Jharsuguda shall, in no way be responsible for settlement of such issues whatsoever. In case the grievance of the deployed person is not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the D.P.C, SS, Jharsuguda and authorize representative of the manpower service provider.

13. The Block Resource Centre (BRC)/ DPC, SS Jharsuguda shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the manpower service provider 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.

15. In case of termination of this agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

16. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.

17. The manpower service provider must be registered with the concerned Govt. Authorities i.e Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporations etc, and a copy of the register should be submitted. The manpower service provider shall comply with all the entire legal requirements for obtaining license under contract labour (regulation and abolition) act, 1970 if any at his own part and cost.

18. The manpower service provider shall provide a substitute well in advance if there occur 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 responsible for construction towards Provident Funds and Employees State Insurance, whatever applicable.

19. The person deployed by the manpower service provider should have good police record and no criminal case should be pending against them.

20. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of the Block Resources Centre (BRC) or office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

21. The person deployed shall during the course of their work be privy to certain qualified document and information which they are not supposed to divulge 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 application laws besides, action for breach of contract.

22. The manpower service provider shall be responsible for compliance of all statutory provision relating to minimum wages payable to different types of workers in respect of the

persons deployed by it in the Block Resource Centre (BRC) and District Education Office. The BRC or DPC, SS, Jharsuguda shall have no liabilities in this regard.

23. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the Block Resource Centre (BRC) or office concerned to the tax collection authorities from time to time, as per the rules and regulation in the matter. Attested Xerox copy of such documents shall be furnished to the BRC / DPC, SS, Jharsuguda.

24. The manpower service provider shall maintain all statutory register under the law and shall produce the same on demand, to the authorities of the Block Resources Centre (BRC)/ DPC, RTE-SS, Jharsuguda or any other authorities under law.

25. 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 BRC or DPC, RTE-SS, Jharsuguda.

• **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 result thereof, the Block Resource Centre (BRC)/ DPC, RTE-SS, Jharsuguda is put any loss/obligation, monetary or otherwise, Block Resource Centre (BRC)/DPC, SS, Jharsuguda will be entitles 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 condition of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. Block Resources Centre (BRC) / DPC, SS, Jharsuguda 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 Block Resource Centre (BRC) /DPO, SS Jharsuguda, the same shall be recovered from the unpaid bills or adjusted from the security deposit.

FINANCIAL

28. The technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs 10,000/- (Rupees Ten Thousand) only** in the form of Demand Draft/TDS of any Nationalized Bank pledged in favour of District Project Coordinator, SSA, Jharsuguda **failing which the tender shall be rejected out rightly.**

29. The earnest money deposit in respect of the agencies which do not qualify the technical bid (first state) /financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of place in the order, the EMD shall stand forfeited without giving any further notice.

30. The successful Tenderer will have to deposit a Security Deposit / Performance Security Deposit amounting to **Rs. 50,000 /- (Rupees Fifty Thousand) only** (one month employee cost including statutory dues) in the form of TOR/FDR made in the name of agency of any

Nationalized Bank pledged in favour of District Project Office, SSA, Jharsuguda covering the period of contract. In case the contract is further extended beyond initial period the TDR/FDR will have to be accordingly renewed by the successful tenderer.

31. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.

32. The manpower service provider shall raise the bill in triplicate along with attendance sheet duly verified by the Block Resource Centre (BRC) / DPC, SS, Jharsuguda 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 claim in bills regarding employee's state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Block Resource Centre (BRC)/DPC, SS, Jharsuguda.

34. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

35. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

36. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his/her decision and the same shall be binding on all parties.

37. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority / DPC, SS, Jharsuguda who has executed the agreement, is located.

38. The successful bidder will enter into an agreement with DPC, SS, Jharsuguda for supply of suitable and qualified manpower as per requirement of Block Resource Centre (BRC) / DPC, SS, Jharsuguda on the above terms and condition.

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. Certified copy of three year experience in providing manpower to State Govt department/ General Govt. Deptt /PSU on similar works
5. Certified copy of the statement of Bank Account of agency for last three years. Attested copy of PAN/GIR card.
6. Certified copy of income tax return statements for last 3 FY and PAN Card for FY
Attested copy of the Service Tax registration certificate.
7. Certified copy of GST Service Tax Department registration and copy of filed returned for June-2024.
8. Certified copy of Employees Provident Fund returns up to Feb-2024 & copy of e-challan of EPF up to June-2024.
9. Certified copy of E.S.I Acts return up to June-2024.
10. Certified copy of valid contract labour license (R & A) Act 1970 for providing manpower.
11. Attested copy of GST registration certificate.
12. Attested copy of the PF registration letter/certificate.
13. Attested copy of the E.S.I registration letter/certificate.
14. Certified document in support of the turnover of the agency.
15. Certified document in support of entries in column 13 of Technical Bid application.
16. Copy of the terms and conditions at pages 13 to 18 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
17. EMD of Rs. 10,000/- in shape of DD.
18. Cost of tender paper for Rs 1000/- in shape of DD in favour of DPC, SSA, Jharsuguda payable at Jharsuguda must be attached in case of the Tenderers who downloaded it from website.

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

1. List of Manpower shortlisted (1:3) by agency for CBT and after finalization deployment in Block Resources Center (BRC) of Jharsuguda district will be submitted at District Project Office, RTE- SS, Jharsuguda containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This agreement is made on this _____ day of _____ between the District Project Coordinator, SS, Jharsuguda / represented by _____ herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part;

And

M/s _____ represented by Sri _____ herein after called the "Manpower Service Provider" which expression shall, where the context so requires or admits also includes its successors or assignees of the other part.

Where the authority desire that the service of _____ are required in _____ Department /Office

And whereas the "Manpower Service Provider" has offered it willingness to the same in conformity with the provision 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 constructed 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 _____ (name of the office) in conformity with the provisions of the term's 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 term's conditions.
4. That 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 officer authority officer
acting in the premises for and on behalf
of the District Project Coordinator,
SS, Jharsuguda**

In presence of witness:

Witness

-

Witness

01. Name:.....
Address.....

01. Name:.....
Address.....

02. Name:.....
Address.....

02. Name.....
Address.....

TERMS & CODITIONS 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 term 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 right 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 a 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 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 Block Resource Centre (BRC) hours may also be required to work beyond 5.30 PM for which he/she would not be paid 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. In case person deployed is asked to work beyond 8 PM he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/- (Fifty) per day.
9. The person deployed may be called on holidays to attend duty.
10. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Block Resource Centre (BRC) so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower service deployed in the Block Resource Centre (BRC)/DPC, SS, Jharsuguda or office concerned shall be that of the manpower service provider and the Block Resource Centre (BRC) / DPC, SS, Jharsuguda 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 evidences as may be required by the Block Resource Centre (BRC) /DPC, SS, Jharsuguda or office concerned.
12. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
13. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim what so ever like employer and employee relationship against Block Resource Centre (BRC)/DPC, SS, Jharsuguda or office concerned.

14. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Block Resource Centre (BRC), /DPC, SS, Jharsuguda / office concerned shall, in no way be responsible for settlement of such issues what so ever. In case the Grievances of the deployed person can place their grievance before a joint committee consisting of a representative of the Block Resource Centre (BRC), /DPC, SS, Jharsuguda or office concerned and authorized representative of the Manpower Service Provider.
15. Block Resource Centre (BRC), /DPC, SS, Jharsuguda 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.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and others facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
17. In case of termination of this agreement in 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.
18. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and act. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. 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 the contract labour (Regulations and Abolition) act, 1970 if any at his own part of cost.
20. 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.
21. The person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The person 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 Resource Centre (BRC)/DPC, SS, Jharsuguda or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
23. The person 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 application laws besides, action for breach of contract.

24. 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 Block Resource Centre (BRC), or office concerned shall have no liabilities in this regard.

25. The Manpower Service Provider shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Block Resource Centre (BRC), or office 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 office concerned.

26. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the DPO, SS, Jharsuguda or office concerned or any other authority under law.

27. The Tax deduction at source (T.D.S) shall be done as per the provisions of Income Tax Act/Rule, as amended, from time to time and a certificate to this effect shall be provided by the Block Resource Centre (BRC) / DPC, SS, Jharsuguda or office concerned.

28. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as result thereof, the Block Resource Centre (BRC), /DPC, SS, Jharsuguda or office concerned is put to any loss/obligation, monetary or otherwise, the Block Resource Centre (BRC), /DPC, SS, Jharsuguda or 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 extend to the loss or obligation in monetary terms.

29. The Agreement is liable to be terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Block Resource Centre (BRC)/DPC, SS, Jharsuguda or office concerned will have no liability towards nonpayment 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 Block Resource Centre (BRC), /DPC, SS, Jharsuguda or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.

30. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.

31. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the Block Resource Centre (BRC)/DPC, SS, Jharsuguda or 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.

32. The claim in bills regarding Employees State Insurance, Provident Fund, Service Tax, etc. should necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DPC, SS, Jharsuguda.

33. The amount of penalty calculated @Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

34. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.

35. 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.

36. 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.

