

DISTRICT PROJECT MANAGEMENT UNIT, (MDM) BALASORE

No. 12848 /MDM/ Date. 06.11.2023

RE-TENDER CALL NOTICE

(Engagement of Manpower Service Providing Agency for providing Programmer-Cum-Accountant & Data Entry Operators)

Sealed tenders are invited from reputed and Registered Manpower Service Providing Agency to provide 01 Programmer-cum-Accountant & 13 nos of Data Entry Operators (DEOs) for MDM Scheme who are to be engaged at 12 BEO offices at Block HQ and 2 at DPMU, MDM, Balasore for a period of one year. The interested Bidders shall submit the technical & financial Bid along with tender paper cost of Rs. **10,000/-** (non refundable) latest by **23.11.2023 (5.00 P.M)** at the office of the District Education Officer, Balasore. Tender papers shall be opened on **24.11.2023 at 11.00 A.M.** at the Office Chamber of Collector & District Magistrate, Balasore. For detailed terms & conditions, kindly visit district website www.baleswar.nic.in. The authority reserves the right to reject any or all tenders without assigning any reason thereof.


**Collector & District Magistrate
Balasore**

DISTRICT PROJECT MANAGEMENT UNIT, MDM, BALASORE

No. 12848 (MDM)/ Dt. 06.11.2023

RE-TENDER CALL NOTICE

(Engagement of Manpower Service Providing Agency for providing Programmer-Cum-Accountant & Data Entry Operators)

Sealed tenders are invited from reputed and Registered Manpower Service Providing Agencies to provide the services of 1 Programmer-cum-Accountant & 13 nos of Data Entry Operators (DEOs) for Block Project Management Unit, MDM who are to be engaged at 12 BEO offices at Block HQ & 2 at DPMU, MDM, Balasore for a period of one year through a suitable manpower service providing. The service providing agencies may apply adhering to the terms & conditions of Govt. of Odisha, F D Notification no. 49134(255)F Dt.29.11.2010 for a period of one year.

The detailed information for outsourcing the service of aforesaid post has been given in the Tender Document, which may be downloaded from the website www.baleswar.nic.in & **Rs.10.000.00** (Rupees Ten Thousand) only deposit towards Tender document cost.

The last date and time for submission to tender document is on Dt. **23.11.2023 (5 P.M.)** by Registered Post/ Speed Post only to the District Education Office, Collectorate, Balasore-756001.

The Tender will be opened on 24,11.2023 at 11.00 A.M in the office chamber of the Collector, Balasore.

The undersigned reserves the right to accept or cancel any or all tenders without assigning any reason(s) thereof.


**Collector & District Magistrate
Balasore**

DISTRICT PROJECT MANGEMENT UNIT, MDM, BALASORE

TENDER DOCUMENT

For providing Services of Data Entry Operators to 12 Blocks and 01 Programmer-Cum-Accountant & 01 Data Entry Operator for District Project Management Unit, MDM, Balasore by a Service Providing Agency

- (a) Period for issue Tender Document: 2023-24
- (b) Date and time for submission of Tender documents : 23.11.2023 upto 5 P.M.
- (c) Date, Time and Venue for Opening of Bids : 24.11.2023 at 11 AM, Office Chamber of the Collector, Balasore
- (d) Likely date for commencement of deployment of required man power : 01.12.2023

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**Collector & District Magistrate
Balasore**

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Project Management Unit, MDM, Balasore requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of 12 Data Entry Operator, who are to be engaged at 12 Block Education Offices for MDM programme @1 per each block and 01 Programmer-cum-Accountant & 01 Data Entry Operator at District Project Management Unit, MDM, Balasore.
2. The contract for providing the aforesaid manpower services is likely to commence from 01.12.2023 and would continue till 30.11.2024. The period of the contract may be further extended beyond 30.11.2024 provided the requirement of the **Block Education Offices / District Education Office/ District Project Management Unit, MDM, Balasore** for manpower persists at that time or may be curtailed/ terminated before 30.11.24 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the **Block Education Offices / District Education Office/ District Project Management Unit, MDM, Balasore** however, District Education Officer reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The **Block Education Offices / District Education Office/ District Project Management Unit, MDM, Balasore** has requirement 12 Data Entry Operator for Block Education Offices and 01 Programmer-Cum- Accountant and 01 Data Entry Operator for District Project Management Unit, MDM, Balasore for (MDM Programme).
4. The provisional estimated cost of the contract is **Rs.27,05,880/-** (Rupees Twenty Seven Lakh Five Thousand Eight Hundred Eighty) only for a period of one year.
5. The interested Manpower Service Providers may submit the tender document complete in all respects with requisite documents by 23.11.2023 up to 5.00 PM at District Project Management Unit, MDM, Balasore. The various crucial dates relating to "**For providing Services of 13 Data Entry Operators & 01 Programmer-Cum-accountant for MDM Scheme, Balasore**" are indicated here under:

Period for issue Tender Documents	: 2023-24
(a) Date and time for submission of Tender documents	: By 23.11.2023 up to 5.00 PM
(b) Date, Time and Venue for Opening of Bids	: 24.11.2023 at 11.00 AM in the office chamber of the Collector, Balasore
(c) Likely date for commencement of deployment of required man power	: 01.12.2023



- 6 The sealed tenders are invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing "**Technical Bid for providing Services of 13 Data Entry Operators & one Programmer-cum-Accountant for Block Education Offices and District Project Management Unit, MDM, Balasore** " and "**Financial Bid for providing Services of 13 Data Entry Operators & one Programmer-cum-Accountant for Block Education Offices and District Project Management Unit, MDM, Balasore** ". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for providing Services of 13 Data Entry Operator & one Programmer-cum-Accountant for Block Education Offices and District Project Management Unit, MDM, Balasore**".
- 7 **TENDER PAPER COST:** The Tender Paper cost of Rs. 10000/- (Rupees Ten Thousand) only, non -refundable should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of the **District Nodal Officer, MDM, Balasore** failing which the tender shall be rejected summarily.
- 8 **EMD:** The bidders are required to deposit Rs.50,000.00 (Rupees Fifty Thousand only) as EMD, which will be refunded to the unsuccessful bidders. In case of successful bidders, it will be **converted into security deposit**. This EMD money shall be in form of Demand Draft / Pay Order drawn in favour of the **District Nodal Officer, MDM, Balasore** failing which the tender shall be rejected summarily.
- 9 **PERFORMANCE SECURITY:** The successful tenderer/bidder/Service providing agency will be to required to deposit **Security Deposit / Performance Security Deposit of Rs.2,00,000/-** (Rupees Two lakh) only in form of Demand Draft / Pay Order drawn in favour of the **District Nodal Officer, MDM, Balasore** failing which the tender shall be **rejected summarily**. So, adding EMD, total security deposits accounted **Rs.2,50,000.00** (Rupees Two Lakh Fifty Thousand) only which will be refunded after closure of contracts without interest.
10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids Shall be summarily/out rightly rejected and will not be considered any further:**
- (a) Registration certificate of the applicant organization;
 - (b) Copy of PAN / GIR card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI registration certificates;
 - (e) Copy of the Service Tax registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Affidavit regarding not black listed/bankrupted/non involvement in criminal activities.

11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
12. There are already 13 DEOs & 01 PCA engaged by Manpower service providing agency. So, the successful bidder may engage these DEOs & PCA basing on performance.
13. 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 initialed by the person authorized to sign the tender bids.
14. The Technical bids shall be opened on the scheduled time, date and at the venue i.e at 11.00 AM on dt.24.11.2023 in the Office Chamber of the Collector, Balasore 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 Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened on dt.24.11.2023 in the Office Chamber of the Collector, Balasore in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The authority reserves the right to annul all bids without assigning any reason thereof.



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

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) They should be registered with the appropriate registration authority;
 - (b) They should have at least **two/three years'** experience in providing manpower to Government Departments /Public Sector Companies/ Banks, etc;
 - (c) They should have their own Bank Account;
 - (d) They should be registered with Income Tax and Service Tax departments;
 - (e) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (f) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - (g) Minimum turn-over requirement: (10 lakhs p.a.)
 - (h) Execution of contracts of similar type (at least five) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE BLOCK EDUCATION OFFICES AND DISTRICT PROJECT MANAGEMENT UNIT, MDM BALASORE DISTRICT.

1. She/he should be above 18 years of age and not exceeding 40 years. As on 01/09/2023.
2. Since Data Entry Operator's & Programmer-cum-Accountant are already engaged through outsourcing agencies, they may continue basing on their performance, if required.
3. The Minimum Educational Qualification for Data Entry Operators will be Graduation in any discipline with DCA/PGDCA & Programmer-cum-Accountant will be Graduation in Commerce having knowledge PGDCA/MCA with experience in Tally Package.

APPLICATION - TECHNICAL BID
For Providing Manpower Services to Block Education Offices and District Project Management Unit, MDM, Balasore District.

1. Name of Tendering Manpower Service Provider: _____
2. Details of Tender Application Cost : DD / PO _____ date _____
of Rs.10000/- drawn on Bank _____
3. Details of Earnest Money Deposit : DD / PO _____ date _____
of Rs.50,000/- drawn on Bank _____
4. Name of Proprietor /Partner/ Director: _____
5. Full Address of Registered Office: _____

- Telephone No. : _____ FAX No. : _____
E-Mail Address : _____
6. Full address of Operating / Branch Office: _____

- Telephone No. : _____ FAX No. : _____
E-Mail Address : _____
7. Name & telephone no. of: _____
Authorized officer/person
to liaise with Field Office(s)
8. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of
A/c for the last Three years) _____
Telephone Number of Banker: _____
9. PAN / GIR No. : _____
(Attach attested copy)

10. Service Tax Registration No. : _____
(Attach attested copy)

11. E.P.F. Registration No. : _____
(Attach attested copy)

12. E.S.I. Registration No. : _____
(Attach attested copy)

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

Financial Year Amount (Rs. Lacs) Remarks, if any

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2020-21		
2021-22		
2022-23		

14. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

15. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached) :

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

16. Additional information, if any
(Attach separate sheet, if required)

Signature of Proprietor / Director /
authorized person

Full Name:

Seal :

Date:

Place:

DECLARATION

I, _____ Son / Daughter of
Sri _____

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 Proprietor / Director /authorized person

Place :

Full Name:

Seal :

APPLICATION - FINANCIAL BID for Providing Manpower Assistance to Block Education Offices and District Project Management Unit, MDM, Balasore District.

1. Name of tendering Manpower Service Provider:

Sl. No.	Manpower Type	Monthly Service Charges for PCA & per DEOs / Per month					
		*Take home remuneration	EPF	ESI	Other Statutory dues if any	Service Charge	Total Person
1	Data Entry Operator					Rs.....	
						(Rupees.....)	
2	Programmer-Cum-Accountant						

The bidder is required to fill up/quote only Service charges including all taxes & charges.

Signature of Proprietor /
Director /authorized person

Full Name:
Seal:

Date:
Place:

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.12.2023 and shall continue till 30.11.2024 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on 30.11.2024 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions /deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Block Education Offices, at present, has tentative requirement of 01 Data Entry Operator at each Block on urgent basis (for MDM Programme) , 01 Data Entry Operator & 01 Programmer-Cum-Accountant for DPMU, MDM, Balasore. The requirement of the Block Education Offices and DPMU, MDM, Balasore may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. There are already 13 Data Entry Operators & 01 Programmer-Cum-Accountant working in Block Education Offices & DPMU, MDM, Balasore. The selected Manpower Service Provider may engage these Data Entry Operators & Programmer-Cum-accountant basing on their performance as required. The age parameter as mentioned above, i.e 40 years will not be applicable for these candidates working in such places.



9. The persons deployed shall be required to report for work at **10.00 a.m** in **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** and may also required to work beyond **5.30 PM** 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.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the **District Project Management Unit, MDM, Balasore** so that optimal services of the persons deployed could be availed without any disruption.

11. The entire financial liability in respect of manpower services deployed in the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** shall be that of the Manpower Service Provider and the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / 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 **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned**.

12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned**.

13. The payment of remuneration to the manpower has to be through bank account only. No cash payment shall be made to the firm.

14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** 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 grievance before a Joint Committee consisting of a representative of the **Block Education Officer / District Education Officer / District Nodal Officer, MDM, Balasore** and an Authorized representative of the Manpower Service Provider.



15. The **Block Education Officer / District Education Officer / District Nodal Officer, MDM, Balasore** 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 other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

17. 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.

18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

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 Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and 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 persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned**. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. 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.

24. 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 **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned**. The **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** shall have no liability in this regard.

25. 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 Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / 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 **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / 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/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

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

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** is put to any loss / obligation, monetary or otherwise, the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

29. 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 **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The Technical Bid Should accompanied with a processing fee of Rs. 10000/- (Rupees Ten Thousand) only, non -refundable in shape of D.D./P.O. drawn in favour of **District Nodal Officer, MDM, Balasore** . Failing which the tender shall be rejected out rightly.

31. The earnest money deposited by the agencies, who do not qualify the Technical Bid (1st phase) / Financial Bid (2nd Competitive stage) shall be rejected. In case of successful tenderers if the agency fails to deploy the required man power against the initial requirement within 30 days from the date of placing of order the EMD shall stands forfeited without giving any further notice.

32. The successful tenderer will have to deposit a **Security Deposit / Performance Security Deposit of Rs.200000/-** (Rupees Two lakh) only in form of **DD/PO** from any nationalized Bank drawn in favour of **District Nodal Officer, MDM, Balasore** covering the period of contract in addition with EMD of Rs.50000.00. Total security deposits will be accounted as **Rs.250000.00** (Rupees Two Lakh Fifty Thousand) only

33. In case of breach of any terms and conditions attached to this agreement, the Security Deposit / Performance Security Deposit of Rs.250000/- (Rupees Two Lakh Fifty Thousand) only of the manpower service provided shall be liable to be forfeited besides annulment of the Agreement.

34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** in respect of the persons deployed and submits 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.

35. The claims in bills regarding Employees State Insurance, Provident Fund, and 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 Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned**.



36. 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.

37. 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.

38. 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.

39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, which has executed the agreement, is located.

40. The successful bidder will enter into an agreement with the **District Education Officer / District Nodal Officer, MDM, Balasore** for supply of suitable and qualified manpower as per requirement of the **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration/Coverage letter / certificate;
8. Attested copy of the E.S.I. registration/Coverage letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 14 of Technical Bid application if any;
11. Copy of the terms and conditions at pages.....~~10~~..15.....in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. EMD of Rs. 50,000/- in shape of DD/PO.
13. Cost of Tender Paper for Rs.10000/- in shape of D.D in favour of District Nodal Officer, MDM, Balasore payable at Balasore must be attached in case of the Tenderers who downloaded from the website.

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

1. List of Manpower short listed by agency for deployment in **Block Education Offices / District Education Office / District Project Management Unit, MDM, Balasore / Office concerned** containing full details.
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This agreement is made on this _____ day of _____ between the District Nodal Officer (MDM), Balasore here in after referred to as the "Authority" which expression shall when the context so requires or admits, also includes its successors or assignees of the one part;

And

M/s _____ represented by Sri _____ here in after called the Manpower Service Provider which Expression shall, where the context requires or admits, also includes, also includes its successors or assignees of the 2nd part;

Whereas, the "Authority" desires that the services of 12 nos. of Data Entry Operator at Block level, one Programmer-Cum- Accountant and one Data Entry Operator at District level are required under MDM programmer of Balasore District.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conform to 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 the agreement witnesses as below:

1. That the Annexure containing the terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the " Authority" to the "Manpower Service Provider", the " Manpower Service Provider" hereby agrees with the " Authority" to provide person to be engaged as Data Entry Operator and Programmer-cum-Accountant under MDM of Balasore District in the conform with the provisions of the Terms and Conditions.
3. That the "Authority" here by further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribe in the said terms and conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions 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 unaffixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority
an officer acting in the premises for
and on behalf of the
Collector-Cum- Chairmen, Balasore

In the Presence of Witness:

1. Name _____

Address _____

1. Name _____

Address _____

Witness:

1. Name _____

Address _____

1. Name _____

Address _____

TERMS AND CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on _____ unless extended further by the mutual consent of the manpower service provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications for a further specific period mutually agreed upon by the manpower service provider and the authority.
4. The manpower service provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or 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 a breach of terms of agreement making it liable for legal action besides termination of the agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower service provider.
7. The persons employed shall be eligible for special leave of 12 days for one year. The leave will not be carried over to the next year & will lapse on the completion of each year of service. Female employees, who are married & have less than two surviving children, would be eligible to get the benefit of "absence from duty" on maternity ground for 180 days. The persons employed shall be required to report for work during the office hour, may also require to work beyond the office hour for which he would not be pay 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. In case the 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 or as on when required by the authority.
10. The manpower service provider shall nominate a coordinator who shall be responsible to immediate interaction with the authority so that optimal service of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower service provider deployed in the district shall be that the manpower service provider and the district will in no way be liable. It will be the responsibility the manpower service provider to pay to the person deployed a sum not less than the minimum rate and adduce such evidence as may be required by the District Nodal Officer-cum- District Education Officer, Balasore or Office concerned.
12. For all intents and purposes, the manpower service provider shall be the employer within the meaning of different rules & acts in respect of manpower so deployed. The persons deployed by the manpower service provider shall not have any claim



- whatsoever like employer and employee relationship against the district administration.
13. The manpower service provider shall be solely responsible for the redressal of grievances resolution of disputes relating to persons deployed. The district shall, in no way be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attendance to by the manpower service provider the deployed person can place their grievance before a joining committee consisting of a representative of the district administration and an authorized representative of the manpower service provider.
 14. The District Nodal Officer-Cum- District Education Officer, Balasore shall not be responsible for any financial burden or any injury to any person deployed by the manpower service provider in the course of this performing the functions/ duties or for payment towards any compensation.
 15. The person deployed by the manpower service provider shall not claim nor shall be entitled pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the agreement.
 16. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption regular or other capacity.
 17. The person deployed shall not claim any benefit or compensation or absorption or regularization deployment with office under the provision of rules & acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
 18. The manpower service provider must be registered with the concerned Govt. Authorities, labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copy of the registration should be submitted. The Manpower Service Provider shall comply with all legal requirements for obtaining License under Contract Labour (Regulations and Abolition) act, 1979 any, at his own part and cost, if required under the Act.
 19. The Manpower Service Provider shall provide a substitute well in advance if there occurs probability of the person leaving the job due to his/her own personal reasons. The payment in responsible 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 provide fund and Employees State Insurance, wherever applicable.
 20. The persons deployed by the Manpower Service Provider should have good police records and criminal case should be pending against them.
 21. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of District Education Office, Balasore. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 22. The persons deployed shall, during the course of their work be privy to certain qualified document and information which they are not supposes to divulge to third parties. In views 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 beside action for breach of contract.

23. The Manpower Service Provider shall be responsible for compliance of all statutory provision relating to minimum wages payable to different types of worker in respect of the persons deployed it in the department or office concerned. The department or office concerned shall have no liability this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess, etc. of account of service rendered by it to the district to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
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 Department or office concerned or any other authority under law.
26. The Tax deduction at source (T.D.C) 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 district.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the district is put to any loss/ obligation, monetary or otherwise, the district will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. 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 Block Education Office/ District Education Office or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the Service Provider to statutory authorities. If any loss or damage is caused to the Block Education Office/ District Education Office, Balasore of Office Concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
29. 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.
30. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the district 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.
31. The claim in bills regarding Employees State Insurance, Provident Fund and Service Tax, etc should be 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, discretion of the Department or office concerned.
32. The amount of penalty calculated @ Rs. 100/- per day on account of delay, if any in providing suitable substitute for three period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

33. 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.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority controlling officer for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

Accepted the above terms & conditions

Seal & Signature of Bidder/Tenderer
Date:


Collector & District Magistrate
Balasore

Memo No. 12849 / dt. 06.11.2023

Copy submitted to Commissioner- Cum- Secretary to Govt. School and Mass Education Department, Odisha, Bhubaneswar/ State Nodal Officer, (MDM) Bhubaneswar/ Director, Elementary Education, Odisha, Bhubaneswar for kind information and necessary action.


Collector & District Magistrate
Balasore

Memo No. 12850 / dt. 06.11.2023

Copy to District Informatics Officer, NIC, Balasore for information and necessary action with a request to make available the Tender Notice in Balasore District web site.


Collector & District Magistrate
Balasore