



**OFFICE OF THE GENERAL MANAGER,  
DISTRICT INDUSTRIES CENTRE: BALASORE**

Phone No. 06782-255151, Email – dicbal@od.gov.in



Letter No. 640 / Date. 13/5/2026

To

The District e-Governance Manager (DeGM)  
Collectorate, Balasore

Sub: Regarding floating of fresh tender for engagement of Coir Operators through outsourcing Agency who will be deployed at TDSSC (Training & Demonstration Service Sub Centre), Bhograi

Ref: Letter No 2156, Dt. 07.03.2026 of Director of Industries Odisha, Cuttack.

Madam,

With reference to the letter cited above, it is to inform that, fresh tender is to be floated for engagement of Coir Operators at Training & Demonstration Service Sub-Centre (TDSSC), Jaleswarpur, Bhograi, Balasore on outsourcing basis through service providing agency.

In view of the above, you are requested to place the advertisement for fresh tender for filling of Coir Operators in the District Website, so that the interested Firms/Agencies as Service Providers can apply to participate in tender process. Early action in the matter is highly solicited.

Yours faithfully

Encl: Advertisement for Floating of Tender

  
General Manager  
DIC, Balasore

Memo No 641, Date 13/5/2026

Copy submitted to Director of Industries, Odisha, Cuttack for kind information & necessary action.

  
General Manager  
DIC, Balasore

# **TENDER DOCUMENT**

**FOR**

**FILLING UP OF COIR OPERATORS THROUGH  
OUTSOURCING BASIS FOR TDSSC (TRAINING &  
DEMONSTRATION SERVICE SUB CENTRE),  
BHOGRAI, BALASORE UNDER  
GENERAL MANAGER, DISTRICT INDUSTRIES  
CENTRE, BALASORE, ODISHA**

E-mail: [dicbal@od.gov.in](mailto:dicbal@od.gov.in)

## Tender Notice

General Manager, District Industries Centre: Balasore

No. 624 /Date 08.05.2026

**Notice inviting Tender for award of contract for providing coir trained man power for imparting training in TDSSC, Bhograi, Balasore Under General Manager, DIC, Balasore**

Sealed tenders are invited under two bid systems from reputed and experienced Firms/Agencies having valid registration from Competent Authority **as Service Provider and business in Odisha for providing Coir Instructors and Coir Operators for a period of 01(One) year** w.e.f. the date of effectiveness of the agreement on contract basis for their engagement in District Level Coir Training Centre through "**General Manager, DIC, Balasore**".

The detailed information for outsourcing the service of the aforesaid services has been given in the Tender Document. The downloaded tender document should be accompanied with a D.D. for Rs. 6000/- (Rupees Six Thousand only) along with the tender bid. The EMD of Rs.30, 000/- (Rupees Thirty Thousand) only should also be paid by Demand Draft drawn on State Bank of India, Main Branch, Balasore in favour of General Manager, District Industries Centre, Balasore payable at Balasore along with the technical bid. The last date, time and place for submission of Tender document is Dt. 29.05.2026 (Friday) ----- By 1.00 PM in the Drop Box of the General Manager, DIC, Balasore. Tender document received by any other mode will not be accepted.

**Sd/-**  
**General Manager**  
**District Industries Centre,**  
**Balasore**

## **TENDER DOCUMENT**

### **For providing Services of Trained Coir Instructors and Coir Operators for TDSSC, Bhograi under General Manager, DIC, Balasore**

#### **Tender Schedule**

- a) Last Date and Time for submission of Tender Document: Dt. 29.05.2026 by 1.00 PM in the Drop Box of General Manager, DIC, Balasore, NOCCI Business Park, Balasore
- b) Date and time for opening of Technical Bids: Dt. 03.06.2026 at 11.30 AM in the Office Chamber of General Manager, DIC, NOCCI Business Park, Balasore
- c) Date and time for opening of Financial Bids: Dt. 03.06.2026 at 11.50 AM in the Office Chamber of General Manager, DIC, NOCCI Business Park, Balasore

**Note: Late Bid shall be out rightly rejected.**

**Sd/-**

**General Manager  
Dist. Industries Centre,  
Balasore**

## BIDDER'S COVERING LETTER

To  
The General Manager, DIC,  
Balasore

Ref: Tender no: \_\_\_\_\_

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limit and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ (the month and year)

Signature of Authorised Signatory \_\_\_\_\_

In capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

**The cost of bid document:** Rs. \_\_\_\_\_/

Crossed D.D. no. \_\_\_\_\_ dated \_\_\_\_\_

Drawn on bank: \_\_\_\_\_

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To

The General Manager,  
District Industries Centre,  
Balasore

Sub: Authorization for attending bid opening on \_\_\_\_\_(date) in the Tender for providing engagement of trained Coir Instructors and Coir Operators in Departmental Training Centres under the Directorate of Industries, Odisha, Cuttack

(Tender no: \_\_\_\_\_)

Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_  
(Bidder) in order of preference given below.

Order of preference with Name & Specimen Signature

Sl.	Name in order of preference	Signature
1		
2		
3		

OR

Officer authorized to sign the bid documents on behalf of the bidder.

**Note:**

1. Only one representative shall be allowed.
2. Permission for entry to the Hall where bids are opened may be refused in case authorization as prescribed above is not produced.

**GENERAL MANAGER, DISTRICT INDUSTRIES CENTRE, BALASORE**

TENDER DOCUMENT FOR Providing  
Coir Instructors and Coir Operators for Departmental  
Training Centres under Directorate of Industries, Odisha, Cuttack

Period of contract	One year (2026-27)
Start date for submission of the Tender Form	Dt. 08.05.2026
Last Date and time for submission of Tender Form	Dt. 29.05.2026
Date and time of opening of Technical Bids	Dt. 03.06.2026, 11.30 AM
Date and time of opening of Financial Bids	Dt. 03.06.2026, 11.30 AM
EMD	Rs. 30,000/-

**CONTENTS OF TENDER DOCUMENT**

Sl. No.	Description of contents	Page number
1	Scope of work and general instructions for service bidders	6 -9
2	Technical specifications for the service provider and the manpower to be deployed in the Departmental Training Centres by the Service Provider	10- 11
3	Tender Application-Technical Bid	12-14
4	Tender Application- Financial Bid	15
5	Document of man power	16
6	Agreement	17-18
7	Terms and Conditions and other documents	19-27

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The General Manager, District industries Centre, Balasore- 756056 requires the service of reputed, well established and financially sound Manpower Service Providers to provide service of trained Coir Instructors and Coir Operators.
2. The Service Provider shall provide Coir Instructors & Coir Operators by deploying who are adequately trained, experienced and well disciplined personnel.
3. The General Manager, District industries Centre, Balasore (herein after called "**Authority**") requires the services of reputed, well established and financially sound Service Provider(herein after called "**Service Provider**") to provide services of Coir Operators under General Manager, District Industries Centre, Balasore.
4. The contract for providing the aforesaid services is for a period of **one year** from the date of effectiveness of the contract i.e. the date of deployment of the required man powers. The period of the contract may be further extended provided the requirement of the Office for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Office's requirements. The Office, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
5. This Office has tentative requirement of the services of manpower as given below:

<b>Category of man power</b>	<b>Number</b>	<b>Place of deployment</b>
Coir Operator	02(TWO)	TDSSC, Bhogarai, Balasore
<b>Total</b>	<b>02 (TWO)</b>	

6. The interested "**Service Providers**" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand only) along with Proof of Tender Paper Cost and other requisite documents **by Dt. 29.05.2026 up to 1.00 PM** in the Drop Box of the General Manager, Balasore-756056. **No other mode of submitting tender documents are acceptable.**
7. The various crucial dates relating to "**Tender for Providing COIR OPERATORS to the General Manager, District Industries Centre, Balasore**" are cited in the tender document.

8. **E-mail / Fax bids shall be summarily rejected. Late bid shall be out rightly rejected.**
9. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid (Annexure-I and Annexure-III)**. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing trained Coir Operators to the General Manager, District Industries Centre, Balasore**" and "**Financial Bid for Providing Coir Operators to the General Manager, District Industries Centre, Balasore**". Both sealed envelopes should be kept in a third sealed envelope super-scribing "**Tender for Providing Coir Operators to the General Manager, District Industries Centre, Balasore**"
10. The Earnest Money Deposit (EMD) refundable without interest should be in the shape of Demand Draft / Pay Order drawn on State Bank of India, Main Branch, Balasore in favour of General Manager, District Industries Centre, Balasore payable at Balasore and it should accompany the Technical Bid **failing which the tender application shall be rejected summarily.**
11. The successful tenderer shall have to deposit a Performance Security Deposit of 10% including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the General Manager, District Industries Centre, Balasore covering the period of contract within **seven days** from the date of signing the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will be accordingly renewed by the successful tenderer. Authority reserves the right to extend the guarantee beyond the contract period in case of dispute by way of writing.
12. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, **failing which their bids shall be summarily rejected and shall not be considered any further:**
  - (a) Copy of registration certificate of applicant organization.
  - (b) Copy of the Service Tax / GST Registration certificate of the Service Provider issued by the competent authority.
  - (c) Copy of PAN card / TAN card and Aadhaar card.
  - (d) Copy of the IT returns filed for the last three consecutive financial years (2022-23, 2023-24 & 2024-25).
  - (e) Copy of the Balance Sheet and P & L Account for the last three consecutive years duly certified by the Chartered Accountant (2023-24, 2024-25 & 2025-26).
  - (f) **Copies of EPF and ESIC registration certificates with up to date ECR (Electronic Challan Receipt) for deposit of the other employees of the organization if any.**
  - (g) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970 if any.

- (h) Certified extracts of the Bank Account containing transactions during last three consecutive years.
- (i) Experience Certificate of providing man power to Govt. Departments, Institutions/PSUs etc. Inside Odisha only as mentioned in Class-2 of Technical specification of Tender documents.
- (j) An affidavit in original to the effect that no case is pending with the police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
- (k) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.
- (l) Copy of Registration Certificate under Odisha Shop & Commercial Establishment Act.

***The Technical Bid should be well bounded in Volume, Properly indexed with Page Marking. Requisite Documents should be annexed serially for easy evaluation. Unbounded and not Indexed properly will be rejected summarily.***

- 13. **Any conditional bids shall not be considered and shall be out rightly rejected in the very first instance.**
- 14. All entries in the tender form should be legible and filled up clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy the amounts stated in words shall prevail. **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 initialled by the person authorized to sign the tender bids. **Financial Bid Submitted in Open form shall be summarily rejected.**
- 15. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in presence of the representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person authorized for each bidder shall be allowed to be present at the time of opening the tender. For attending the Bid Opening, no separate intimation shall be given to the Participated Agency.
- 16. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the financial bid would be considered.
- 17. The quoted rates shall not be inclusive of all taxes / dues fixed / notified by the Government of Odisha and shall include all statutory obligations. The

Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.

18. The Competent Authority of the General Manager, DIC, Balasore reserves the right to annul any or all bids without assigning any reason.
19. The Authorized signatory shall submit the letter of authorization.
20. The Service Provider should have its own Bank Account.
21. The registered office or one of the branch offices of the Service Provider should be located within Balasore. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
22. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
23. The General Manager, Balasore reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

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**TECHNICAL REQUIREMENTS FOR THE TENDERING MAN POWER  
SERVICE PROVIDER**

**\*\*\***

The tendering Service Provider should fulfill the following technical specifications:

1. The Bidder may be a Proprietary firm / Partnership firm/ Limited Company / Corporate body legally constituted.
2. The Tenderer should have at least last **three consecutive years'** experience ending on 31.03.2026 in providing similar works to State Government Organisation, Institution / Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/ Municipalities.

Proof to this effect to be attached with Technical Bid.

***Note: Ongoing or incomplete assignment shall not be taken into consideration. One year means full 365 days.***

3. The Tenderer Proprietor/ Firm/ Agency/ Company should have valid registrations such as Permanent Account Number (PAN) of the Income Tax Department, Service Tax/ GSTIN Number, Registration Number of the Proprietor/ Agency/ Firm, Provident Fund Registration Number, ESI Registration Number, Licence Number under Contract Labour ( Regulation and Abolition) Act, 1970 and to enclose proof for the same.
4. The Tenderer should submit an undertaking with the Technical Bid to the effect that he or his Firm has not been blacklisted by any of the Departments/ Organizations of the Government of India/ Government of Odisha and no criminal case is pending against the said Firm on the date of submission of this bid (prescribed Proforma as **Annexure-II**)
5. The Tenderer should have registered in his/her name or in the name of the Firm/ Company and the company should have the capacity of providing required number of **Coir Instructors and Coir Operators.**
6. Resolution of Board Meeting authorising the person to sign tender document (if applicable).
7. The Tenderer should submit an undertaking with the Technical Bid to the effect that, terms and conditions of the tender are duly accepted/ signed with the stamp of the prospective bidder.

8. The Man power to be provided must have the following qualifications, /categories

Requirement	Technical Qualification	Educational Qualification	Age	Work experience of the person
Coir Operator	<b>Must have passed one year Advanced course training on Coir from SCT &amp; DC Teisipur, Puri/ NCT &amp; DC, Kalavoor, Alleppey, Kerala State.</b>	Must have passed matriculation or equivalent examination	Should be of 21 years age and not exceeding 50 years	Candidate should have experience for imparting training in Coir Cluster Development Programme at least for two batches

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**APPLICATION – TECHNICAL BID**  
**(For Providing Security Services to General Manager, District Industries Centre, Balasore)**  
**(In separate sealed Cover-I super scribed as Technical Bid)**

Particulars	Information to be filled up	Page number of document
Name of Tendering Service Provider (Firm/Agency with name of Proprietor /Partner/ MD/ Director):		
Full Address of Registered Office, Telephone No. & e-mail ID:		
Name, Designation, Address & Tel. no. Of the Authorized person To deal with:		
Registration No. of the Firm:		
Constitution of the Firm (Attach proof) :		
Details of Earnest Money Deposit: DD No., date, amount and the name of the Bank drawn on:		
Details of Tender Paper Cost DD No, Date, Bank Money Receipt No & Date of G.M., DIC Balasore (Attach original copy of Money Receipt)		
Banker of the Service Provider (Attach certified copy of statement of A/c for the last Three years)with Telephone Number of Banker :		
PAN/TAN, Aadhaar No. (Attach attested copy)		
Service Tax Registration No/GST Registration (Attach attested copy)		
E.P.F. Registration No: (Attach attested copy)		
E.S.I. Registration No: (Attach attested copy)		
Labour License/Registration under Contract Labour Act: (Attach attested copy)		
Experience details of last three consecutive years for providing Similar work:		

Whether the Agency has been blacklisted by any of the Departments/Organizations of Government of India/ Government of Odisha and any criminal case is pending against the said Proprietor/ Firm/Agency:		
Whether Terms and Conditions of Tender duly accepted :		
Name of the power of attorney authorization for signing the bid documents (attach a copy of Board Resolution or other supported Documents thereof)		
Additional information, if any: (Attach separate sheet if space provided is insufficient)		

This is to certify that I / We have carefully read the contents of the Tender Document and fully understood all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place \_\_\_\_\_

Signature of the Tenderer

Date

\_\_\_\_\_  
(dd / mm / yyyy)

Name of the Signatory:

Name of the Firm/Agency:

Seal of the Firm/Agency:

**UNDERTAKING**

It is certified that my firm / agency / company has never been **black listed** by any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Bank or Local Bodies / Municipalities and no criminal case is pending against my firm/agency as on dt. \_\_\_\_\_.

Place: \_\_\_\_\_

Signature of the Tenderer

Date:

\_\_\_\_\_  
(dd / mm / yyyy)

Name of the Signatory:

Name of the Firm/Agency: \_\_\_\_\_ :

Seal of the Firm/Agency:

**FINANCIAL BID**

(In sealed Cover-II super-scribed "Financial Bid")

**TENDER DOCUMENT FOR Providing Coir Operators for Departmental Training Centres Under Directorate of Industries, Odisha, Cuttack**

**Nos. Of Requirement:**

Sl.	Description of Personnel	Quantity	Type
1	Coir Operator	02	Technical

**Note:**

The Price quoted shall be inclusion of all taxes.

**Break-up of the rate of Price Quotation (per month)**

(Amount in Rs.)

Category of the Employee	Rate per person per month					Total (2+3+4+5)	Cost of Man power		Total Cost per month
	Take home remuneration	EPF	ESI	Service charges / Commission by service provider	No. to be deployed		Amount		
1	2	3	4	5	6	7	8	9	
Coir Operator									
Taxes									
Total									

**Grand Total amount Rs.**\_\_\_\_\_ **(In Figure)**

**Grand Total amount Rs.**\_\_\_\_\_ **(In Words)**

**NB: The agency shall quote their commission charges in reasonable price. In case of any wrong calculation found in the total amount, the unit price shall be considered.**

**Declaration by the Bidder:**

This is to certify that I /We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Note:**

- i) No other charges would be payable by General Manager, DIC, Balasore.**
- ii) There would be no increase in rates during the Contract Period except provision under the terms and conditions.**
- iii) The commission charges must not be quoted Zero price/value.**
- iv) 2% TDS (as applicable) would be deducted while making payment to the agency. This TDS will no way affect the remuneration of the personnel employed.**
- v) 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 person as certified by the Authority.**
- vi) Financial Bid submitted in Open Form will be rejected.**

Place: \_\_\_\_\_

Date (dd / mm / yyyy)\_\_\_\_\_

Signature of the Tenderer with Seal

Name of the Signatory

Address:  
Phone No. (Off). With STD code:  
Mobile No:

**Foot Note:**

- \*Salary, EPF & ESI to be quoted per person per month
- \*Cost of Man Power is total Cost of Man power per month

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

**\* \*\* \*\* \***

1. List of Technical Manpower shortlisted by service provider for deployment in Departmental Training Centres under Directorate of Industries, Odisha, Cuttack containing full details i.e. date of birth, marital status, address, educational qualification, technical qualification, photo ID Card provided by the service provider etc. along with Antecedent Report from concerned Police Station.
  
2. Bio-data of all persons with Photo, Aadhaar Card, Voter ID Card
  
3. Any other document considered relevant.
  
4. Bank Guarantee.

## **AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Governor of Odisha represented by \_\_\_\_\_, here-in-after referred to as the "**Authority**" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

**And**

M/s \_\_\_\_\_ represented by Sri\_\_

\_\_\_\_\_, here-in-after called the "**Service Provider**" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "**Authority**" desires that the services of"

\_\_\_\_\_ " are required in \_\_\_\_\_

Department/Office; And whereas the "**Service Provider**" has offered its willingness to the same in conformity with the provisions of the Agreement;

And whereas the "**Authority**" has finalized the rate as per the terms and conditions of the agreement to the "**Service Provider**".

### **Now this agreement witnesses as below:-**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as" \_\_\_\_\_ "in the \_\_\_\_\_ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.

5. That this agreement is valid up to \_\_\_\_\_.

6. The manpower rate may be enhanced by the Labour Department, Government of Odisha, then it will be applicable as per the Government norms.

**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 person  
authorized to sign on behalf of  
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:**

**Witness**

1. Name.....

Address.....

2. Name.....

Address.....

**Witness**

1. Name.....

Address.....

2. Name.....

Address.....

**TERMS & CONDITIONS OF THE AGREEMENT**

**GENERAL**

1. The Agreement shall commence from the date of effectiveness of the agreement 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 effectiveness of the agreement commences from the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year from the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. 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 Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.
6. The Directorate has requirement of 04 (Four) numbers of Coir technical manpower. The requirement of the Directorate may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
7. The 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.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/ specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the Head of Office designated of the Directorate.
10. The entire financial liability in respect of coir technical staff deployed in Departmental Coir Training Centres under the Directorate of Industries, Cuttack shall be that of the Service Provider and Directorate of Industries, Cuttack will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing Act and adduce such evidence as may be required by the authority.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against Directorate of Industries, Odisha, Cuttack.
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Directorate of Industries, Cuttack shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular /confirmed employees of the Directorate during the contract period or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the 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 absorption or regularization of deployment with Directorate under the provision of rules and Acts. **Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.**
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copy of the registration(s) should be submitted. The 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.
18. **In the event of any coir technical personnel being on leave / absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the Head of Office designated of the Directorate. For reserve personnel, police verification report must have obtained prior to engagement.**
19. **In case of any theft or pilferages, loss or other offences, that Institution "the Service Provider" will investigate and submit a report to Director of Industries, Odisha for filing a FIR or other action wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.**
20. In case of any loss that might be caused to the Office due to lapse on the part of the coir technical personnel discharging their responsibilities, such loss will be borne by the Service Provider and in this connection, the G.M., DIC, Balasore shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to the Office besides imposition of penalty. In case of frequent lapses, General Manager, DIC, Balasore shall be within his right to terminate the contract forthwith or take any other action without assigning any reason whatsoever including black listing the Service Provider.

21. The persons deployed by the Service Provider should have good police records and no criminal case should have been pending against them on the date of engagement or during engagement.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Office. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
23. **All the coir technical personnel should carry/ affix the Identity Card showing their photographs. The Tenderer shall not deploy/ remove any personnel without informing the authorised person of the Directorate of Industries, Odisha.**
24. The Directorate of Industries, Odisha shall have the right to ask for the removal of any Coir technical personnel engaged by the Agency, who is not found to be competent and orderly in the discharge of duties. In that case the Agency is bound to provide the substitute within a week.
25. Payment of remuneration to the personnel engaged by the Agency should be made through electronic mode of payment in the Bank Account.
26. **No person shall be absent from duty without prior intimation and permission of the Officer-in-charge of the concerned training centre and no person shall perform double duty, failing which it shall invite a penalty of Rs.1000/- (Rupees One Thousand) only on each occasion and habitual offender in this regard shall be removed from the duty. The penalty on this account shall be deducted from the agency's bill.**
27. All liabilities arising out of accident or death while on duty shall be borne by the agency.
28. After finalization/ acceptance of the tender, an Agreement will be signed between successful Tenderer/ Service providing agency and General Manager, District Industries Centre, Balasore
29. The General Manager, Balasore reserves the right to cancel or reject all or any of the tender without assigning any reason.

**LEGAL**

30. 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 Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
31. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Office (District Industries Centre, Balasore) shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the General Manager, District Industries Centre, Balasore.
32. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or 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 General Manager, District Industries Centre, Balasore.
33. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of District Industries Centre, Balasore or any other authority under Law.
34. The Tax Deduction at Source (TDS) 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 Directorate of Industries, Cuttack.
35. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Directorate of Industries, Cuttack is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider to the extent of the loss or obligation in monetary terms.

36. The Service Provider shall be held responsible for any loss / damage to the equipment and instruments of the Institution where the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the Authority of the Institution.
37. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of engaged persons and non-payment of statutory dues. This Office will have no liability towards non-payment of remuneration to the persons engaged by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Institution by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
38. The Proprietor/ Firm/ Agency shall be responsible for the payment/ statutory obligations under labour laws such as EPF, ESI, Leave, weekly off days etc. to its personnel. The Agency will produce documentary proof every month of the account of contribution of Service Tax/GSTIN, ESI and EPF along with monthly bill.
39. The decision of Director of Industries, Odisha in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

### **FINANCIAL**

40. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs. 30,000/-) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of General Manager, District Industries, Centre, Balasore payable at Balasore and Tender Paper Cost Proof **failing which the tender shall be rejected outrightly.**
41. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second Competitive Stage) shall be returned to them without any interest. **In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

42. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Director of Industries, Odisha, Killa maidan, Cuttack covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of performance security deposit maybe revised by the Authority taking into account the contractual obligation of the Service Provider.
43. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
44. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Head of Office in respect of the persons deployed and submit the same to General Manager, DIC relating to the Training Institution in the first week of the succeeding month. The General Manager, DIC shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
45. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and Directorate of Industries, Cuttack shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the General Manager, DIC for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Service Provider shall specifically ensure compliance of various Laws / Acts, including but not limited to the following and their re-enactments / amendments / modifications:
  - I) The Payment of minimum Wages Act, 1948
  - II) The Employees Provident Fund Act, 1952
  - III) The Contract Labour (Regulation) Act,1970
  - IV) The Payment of Bonus Act,1965

- V) The Payment of Gratuity Act, 1972
- VI) The Employees State Insurance Act, 1948
- VII) The Employment of Children Act, 1938/Child Labour Act.

46. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
47. 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.
48. 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.
49. The Personnel deployed by the Service Provider at Training Institutions shall work under the direct supervision and control of the In-charge of Training Institution. The full particulars of the personnel to be deployed by the service provider including their names and addresses, Photographs, Aadhaar Cards, Voter ID Cards shall be furnished to the In-charge of the Training Institution along with the testimonials and antecedent report from local Police Station before their actual deployment. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the General Manager, DIC concerned.
50. The registered office or one of the branch offices of the Service Provider should be located within Balasore. In case there is no branch office, the successful bidder will have to open branch office at Balasore within two months of the signing the agreement.
51. 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.
52. The successful bidder will enter into an Agreement with District Industries Centre, Balasore for supply of suitable Coir trained Personnel as per requirement of this office on the above terms and conditions.
53. There would be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the enhanced wages paid by the Service Provider consequent upon revision of wages by the Government.

**PENALTIES**

54. In case any complaint is received attributable to misconduct/misbehavior of agency's personnel a penalty of Rs.1, 000/- for each such incident shall be levied and the same shall be deducted from the agency's bill. Further, the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence / execute the work stipulated in the agreement or un-satisfactory performance or does not meet the statutory requirements of the contract, the Directorate of Industries, Cuttack reserves the right to impose the **penalty @2% of cost of order / agreement per week.**
55. For not reporting to the duty in time by the Person engaged, a minimum penalty of Rs.1,000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
56. For misbehavior of the Person engaged, Rs.1, 000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
57. For causing damage to the public property, three times of the market value of the damaged property or Rs. 5000/- whichever is higher for default.
58. For breach of any of the conditions of the contract, termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.
59. If service rendered by the Person engaged is not up to the satisfaction of the In-charge of the Training Centre, a penalty of minor fine of Rs.1000/- per incident or a major fine of Rs.5000/- per incident will be imposed on the Agency.
60. The Technical Personnel engaged by the agency shall be dressed in neat and clean failing which it shall invite a penalty of Rs.1000/- on each occasion and habitual offender in this regard shall be removed from the engagement. The penalty on this account shall be deducted from the Agency's bill.
61. For persistent breach of unsatisfied services, termination of contract along with forfeiture of Performance Security and blacklisting.

**Note:** These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of Tenderer with seal)  
Name :**

**Address :**

**Date:**

**Phone No(O):**

