

Tender documents for
providing Manpower Services
to Block Education Offices

&

DPMU (MDM) under
RTE-SSA & MDM programme.



DISTRICT PROJECT OFFICE,
SARVA SHIKSHA ABHIYAN (RTE-SSA)
RAYAGADA,



246

DISTRICT PROJECT OFFICE, SARVA SHIKSHA ABHIYAN (RTE-SSA),
Old Revenue Colony, Behind Govt. Hospital, Ph. No.: 06856 – 235277, email-dpcrayagadassa.opepa@nic.in

TENDER DOCUMENT

Selection of Manpower Service Provider for 22 nos. of Data Entry Operators at 11 nos. Block Education Office of Rayagada district under SSA & MDM Programme .

Tender Schedule:

- (a) Date and time for submission of Tender Document : By, 20/07/2018 upto 3.00 P.M.
- (b) Date and time and venue for opening of Technical Bid : On 20/07/2018 at 4.00 P.M.
- (c) Opening of Financial Bids of eligible Bidders: (dt.will be fixed as per decision of Committee.)
- (d) Cost of Tender papers :Rs.1000/-(Rupees One thousand only (Non-refundable))

Venue for opening of Tender: District Project Office, RTE-SSA,Rayagada.

Content of Tender Documents

Sl. No.	DESCRIPTION OF CONETENTS	PAGE NUMBERS
1	SCOPE OF WORK AND GENERAL INSTRUCTON FOR SERVICE BIDDERS	2-4
2	TECHNICAL SPECIFICATION FOR THE SERVICE PROVIDER AND THE MAN POWER TO BE DEPLOYED IN THE DEPARTMENT BY THE SERVICE PROVIDER	5-6
3	TENDER APPLICATION-TECHNICAL BID	7-9
4	TENDER APPLICATION-FINANCIAL BID	10
5	TERMS AND CONDITIONS	11-15
6	DOCUMENTS TO BE PROVIDED WITH TECHNICAL BID	16-17
7	AGREEMENT SAMPLE COPY	18-19
8	TERMS & CONDITION OF THE AGREEMENT	20-23

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District Project Coordinator
RTE-SSA, Rayagada

3-4

(ii) Financial Bids of Technically eligible Bidders : _____ at _____

Venue of opening of Tender: District Project Office, SSA, Rayagada

D) Likely date for commencement of deployment of required manpower : **July, 2018**

7. The tenders has been invited under two bid system i.e Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing “**Technical Bid for Providing Manpower Services to Block Education Offices & District Project Management Unit(MDM), Rayagada** and “**Financial Bid for providing Manpower Services to Block Education Offices & District Project Management Unit(MDM), Rayagada** .Both sealed envelopes should be kept in a third sealed envelop super scribing “Tender for providing Manpower Services to **District Project Office, SSA, Rayagada**.
8. The Earnest Money Deposit(EMD) of **Rs.40000/- (forty thousand only)** refundable(without interest) should be necessarily accompanied with the Technical bid of the service provider in the form of Demand Draft//Pay Order drawn in favour of **District Project Coordinator, SSA, Rayagada failing which the tender shall be rejected summarily.**
9. The successful Tenderer will have to deposit a performance security deposit of 5%of approved value in the form of Bank Guarantee from any Nationalized bank in favour of District Project Coordinator, SSA, Rayagada covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents duly attested along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further.**
 - a) Registration certificate of the applicant’s organization.
 - b) Copy of PAN/GIR card
 - c) Copy of the IT return filed for the last three financial years i.e.2014-15, 2015-16,2016-17
 - d) Copies of EPF and ESI certificates.
 - e) Copy of the Service Tax registration Certificate.
 - f) Certificate extracts of the Bank Account containing transaction during last three years 2015-16, 2016-17 and 2017-18.
11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. All entries in the tender from should be legible and filled clearly. If the space furnishing information is insufficient , a separate sheet duly signed y the authorized signature may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any , in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.

✓

303

13. The Technical Bid shall be opened on the scheduled date and time at 4.00 PM on 20/07/2018 (date) in the office of District Project Coordinator, SSA, Rayagada in the presence of the concerned Manpower Service Providers or any duly authorized representative for which the authorization letter must be produced.
14. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened on _____ (date) at _____ in the office chamber of DPC , in the presence of the Manpower Service Provider.
15. The Collector-cum-Chairperson of the RTE-SSA, Rayagada reserves the right to accept or cancel any or all Bids without assigning any reason thereof.


District Project Coordinator
RTE-SSA, Rayagada

302

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

The tendering manpower provider should fulfill the following technical specification.

- a. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/Office. Besides, if the Department/Head of Department Controlling Officer are procuring manpower for deployment in their field office(s) the the manpower service provider should provide the name, designation and contact number of the person to liaise with said field Office(s).
- b. They should be registered with the appropriate registration authority.
- c. They should have at least three years' experience in providing manpower (preferably IT Personnel) to Government Departments/ Public Sector Companies/ Banks, etc.
- d. They should have their won Bank Account.
- e. They should be registered with Income Tax and Service Tax Departments.
- f. They should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- g. They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- h. A minimum turn-over of Rs.10.00 lakhs per annum .
- i. Execution of cóntract of similar type during preceding 3 years of value equal to or more than 60% of the estimated cost of the present contract.


District Project Coordinator
RTE-SSA, Rayagada

301

TECHNICAL REQUIREMENT AND OTHER DETAILS FOR MANPOWER (Data Entry Operators)
TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE BLOCKS UNDER
MDM PROGRAMME & SSA OF RAYAGADA DISTRICT.

1. She/He should be above 21 years of age and not exceeding 42 years as on 01-01-2018.
2. The Minimum Education Qualification for Data Entry Operator (DEO) will be Graduation in any discipline with DCA/PGDCA.
3. The candidate should have a minimum speed of 40 words per minute in English and should be well conversant with computer and essential well trained in MS-Office and internet and LAN function and other computer programmes/packages.
4. The candidates should be comfortable in English and Oriya.
5. The candidate should have reasonable speed in typing in English in computer.
6. The post is purely contractual and can be terminated any time.
7. The posts are co-terminus with the tenure of MDM programme & SSA.
8. Preference will be given, candidates have 1 year experience in the related field.
9. The skill test will be conducted at DPO, SSA, Rayagada for the DEOs who are to be engaged before issue of work order to the selected manpower service provider.


District Project Coordinator
RTE-SSA, Rayagada

30

APPLICATION FOR TECHNICAL BID

For providing Manpower Service to Block & DPMU(MDM) and RTE-SSA of Rayagada District.

1.Name of Tendering Manpower Service Provider: _____

2.Details of Earnest Money Deposit: Demand Draft: _____ Date _____
of Rs.40,000/-drawn on Bank. _____

3.Name of Proprietor/partner/Director : _____

4.Full Address of Registered Office : _____

Telephone No. _____
Fax _____
e-mail _____

5.Full Address of Operating/Branch Office _____

Telephone No. _____
Fax _____
e-mail _____

6.Name & Telephone No.of Authorised Officer/
Person to liaise with field Office(s) _____

Telephone No. _____
Fax _____
e-mail _____

7.Banker of Manpower Service (Attach certified
Copy of statement of A/c for the last three years) _____

Telephone No of Banker: _____

8.PAN GIR No.(Attach attested copy) _____

9. Service Tax Registration No. (Attach attested copy) _____

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

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

12. Financial Turnover to be certified by Chartered Accountant of the tendering Manpower Service Provider for the last three Financial Years.

Financial Year	Amount (in Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient)

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

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

Sl.No.	Name of the Client Address, Telephone & Fax No.	Manpower Service Provided		Amount contract(in Lakhs)	Duration of contract	
		Type of Manpower Provided	Nos.		From	To

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

Signature of Authorized Person

Date:

Place:

298

DECLARATION

1. ISon/Daughter/Wife of Shri.....
.....Proprietor/Director/Authorised 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 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.

Signature of Authorized Person
Full Name:

Date:
Place

Seal:



District Project Coordinator
RTE-SSA, Rayagada

292

APPLIATION FOR FINANCIAL BID
For Providing Manpower (DEO) at BEOs & DPMU(MDM), Rayagada.

1. Name of Tendering Manpower Service Provider _____

2. Rate per person per month(8 hours per day) inclusive of all statutory liabilities , taxex.

Sl.No.	Manpower Type	Monthly Rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	Total per peson

*The minimum take home remuneration per person per month should be Rs.5200/- for one DEO.

Signature of Authorised Person

Date:

Name:

Place:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory /taxation liabilities in force at the time of tendering into the contract.
2. The payment shall be made on conclusion of the calendar monthly only on the basis of nos.of working days for which duty has been performed by each manpower.
3. "The instruction of State Project Director, OPEPA vide Letter No.8333(30) dt10-09-12 regarding the service charges which is annexured herewith will be followed.


District Project Coordinator
RTE-SSA, Rayagada

29/6

TERMS AND CONDITION

GENERAL

1. The agreement is likely to commence from July,2018 and will continue till June,2019 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 completion of one year unless extended further by the mutual consent of the Manpower Service Provider and the authority.
3. The cost of tender paper is Rs.1000/-Rupees One thousand only(Non refundable) which is to be deposited along with the tender papers in shape of bank draft drawn in favour of District Project Coordinator, SSA Rayagada.
4. The agreement may be extended, on the same terms and condition or with some additions/deletion/modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the authority.
5. 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.
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 false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of the agreement.
7. The authority reserves the right to terminate the agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10.00 AM at Block Education Office Hours and would leave at 5.00 PM may also require to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case the persons deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Block Education Office, so that optimal services of the person deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployed in the Block Education Office or office concerned shall be that of the Manpower Service Provider and the Block Education Office concerned will in no way be liable. It will be the responsibility of the manpower service provide to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the Block Education Office.

11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the Manpower Service Provider shall be "employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the Block Education Office.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievance or resolution of disputes relating to person deployed. The Block Education Office shall, in no way be responsible for settlement of such whatsoever. In case the grievance 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 District Project Coordinator and authorized representative of the Manpower Service Provider.
14. The Block Education Office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of the performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay , perks and other facilities admissible regular'/confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. 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 copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under Contract Labour(regulation and Abolition) Act, 1970 if any, at his own part and cost.
19. The Manpower Service Providers 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 over-lapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards Provident Funds and Employees State Insurance wherever applicable.

20. The person deployed by the Manpower Service Provider should have police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of the Block Education Office or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL:

22. The person deployed shall, during the course of their work by privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provision relating to minimum wages payable to different type of the workers in respect of the persons deployed by it in the Block Education Office or office concerned. The Block Education Office or office concern shall have no liability in this regard.
24. The Manpower Service Provider shall be liable for depositing for all taxes levies, cess etc. and account of service rendered by it to the Block Education Office or office concerned to the concerned tax collection authority, from time to time as per the rules and regulation in the matters. Attested Xerox copies of such documents shall be furnished to the Block Education 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 Block Education Office or office concern or any authority under law.
26. 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 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 work men.


District Project Coordinator
RTE-SSA, Rayagada

213

27. In case, the Manpower Service Provider fail to comply with any liability under appropriate law, and as a result thereof, the Block Education Office or the office concerned is to put to any loss/obligation, monetary or otherwise, Block Education Office or 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 to the loss or obligation in monetary terms.
28. The agreement is liable to terminated because of non-performance deviation of terms and condition of contract. Non-payment of remuneration of employed person and non-payment of statutory dues. The Block Education Office will have to liability towards non-payment of remuneration to the person 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 or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

FINANCIAL:

29. The Technical bid should be accompanied with an earnest money deposit(EMD), refundable without interest of **Rs.40,000/- (Rupees forty thousand only)** in the form of demand draft/TOR of any Nationalised Bank pleaded in favour of District Project Coordinator, SSA, Rayagada failing which the tender shall be rejected out rightly.
30. The earnest money deposit in respect of the agencies which do not qualify the technical bid(first state)/Financial bid(second competitive stage) shall be returned to them without any interest. **In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
31. The successful Tenderer will have to deposit a Security amount of **Rs.1,00,000/- (Rupees One lakhs only)** in the form of TDE.FDR made in the name of agency of any nationalized Bank pledged in favour of District Project Coordinator, SSA, Rayagada covering the period of contract . In case the contract is further extended beyond initial period the TDR/FDR will have to be accordingly renewed by the successful tenderer.
32. The successful Tenderer will have to deposit a performance security deposit of 5% of approved value in form of Bank guarantee from only Nationalized bank in favour of District Project Coordinator, SSA, Rayagada covering the period of contract. In case the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successful tenderers. The amount of performance security deposit is to be determined by the District Project Coordinator SSA, Rayagada taking into account the contractual obligation of the Manpower Service Provider.

292

33. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.
34. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the Block Education Office in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding months. As far as possible the payment will be released by the second week of the succeeding months.
35. The claim in bills regarding employees state insurance, provident fund, Service Tax, etc. should be necessarily accompanied with documentary pertaining to the concerned bill of the month. A requisite portion of the bill amount shall be held up till such proof furnished, at the discretion of the Block Education Office.
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 working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding months.
37. The authority reserve right to withdraw or relax any of the terms and conditions 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 clause of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his/her decision and the same shall be binding on parties.
39. All disputes shall be under the jurisdiction of the court at the place where the Headquarter of the Authority District Project Coordinator, Rayagada who has executed the agreement, is located.
40. The successful bidder will enter an agreement with District Project Coordinator, Rayagada for supply of suitable and qualified manpower as per requirement of Block Education Office on the above terms and conditions.


District Project Coordinator
RTE-SSA, Rayagada

29/1

DOCUMENTS TO BE PROVED WITH THE TECHNICAL BID

1. Application- Technical Bid
2. Attested copy of registered 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 the Service Tax Registration Certificate.
7. Attested copy of the P.F.Registration Certificate letter
8. Attested copy of the E.S.I.Registration letter/certificate
9. Certificate document in support of financial turnover of the agency.
10. Certificate document in support of entries in Column-13 of technical application.
11. Copy of the terms and condition at pages _____ 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.40,000/-** in shape of Demand Draft.
13. Cost of tender paper for the Rs.1000/- in shape of DD in favour of District Project Coordinator, Rayagada payable at Rayagada must be attached.


District Project Coordinator
RTE-SSA, Rayagada

290

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY
BEFORE DEVELOPMENT OF MANPOWER.

1. List of Manpower shortlisted by agency for deployment in Block Education Office will be submitted at District Project Office, Rayagada, containing full details i.e.date of birth, marital status, address , Educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.


District Project Coordinator
RTE-SSA, Rayagada

289

AGREEMENT

This Agreement is made on this.....Day ofbetween the District Project Coordinator ,RTE-SSA Rayagada here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigned of the one part.

And

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

Whether, the "Authority" desires that the service of "....." are required in..... Department/Office.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions agreement.

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

Now this agreement witnesses as below:

1. That the annexure containing the terms and conditions shall be deemed to form and to be reads 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" 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 "Manpower 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


District Project Coordinator
RTE-SSA, Rayagada

23/1

IN WITNESS WHERE OF the parties have caused their respective common seals to be here unto affixed or have here onto 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
And officer acting the premises
for and on behalf of the District
Education Office, Rayagada.

In the presence of witness:

Witness:

- 1. Name.....
- 2. Address.....

- 3. Name.....

- Address.....

Witness:

- 1. Name.....
- Address.....

- 2. Name.....

- Address.....


 District Project Coordinator,
 RTE-SSA, Rayagada


287

TERMS AND CONDITION

1. The agreement shall commence from **01-07-2018** and shall continue till **30-06-2019** 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 of **30-06-2019** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The agreement may be extended, on the same terms and condition or with some additions/deletion/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 false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The person deployed shall be required to report for work at 10.00 AM at Block Education Office Hours and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case the persons deployed remains absent on a particular day or comes late/leave early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Block Education Office that optimal services of the person deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in the Block Education Office shall be that of the Manpower Service Provider and the Block Education Office concerned will in no way be liable . It will be the responsibility of the manpower service provide to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the Block Education Office or office concerned.
10. For all intents and purpose, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Block Education Office or Office concerned.

281

11. The Manpower Service Provider shall be solely responsible for the redressal of grievance or resolution of disputes relating to person deployed. The Block Education Office shall, in no way be responsible for settlement of such issues whatsoever. In case the grievance 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 Block Education Office or Office concerned and an authorized representative of the Manpower Service Provider.
12. The Block Education Office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay , perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
14. In case of termination of this Agreement in its expiry or otherwise ,the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. 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.
16. 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 copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under Contract Labour(regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Manpower Service Providers 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 over-lapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards Provident Funds and Employees State Insurance wherever applicable.
18. The person deployed by the Manpower Service Provider should have police records and no criminal case should be pending against them.

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19. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of the Block Education Office or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
 20. The person deployed shall, during the course of their work by 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.
 21. The Manpower Service Provider shall be responsible for compliance of all statutory provision relating to minimum wages payable to different type of the workers in respect of the persons deployed by it in the Block Education Office or office concerned. The Block Education Office or office concern shall have no liability in this regard.
 22. The Manpower Service Provider shall be liable for depositing for all taxes levies, cess etc. on account of service rendered by it to the Block Education Office or office concerned to the concerned tax collection authority, from time to time as per the rules and regulation in the matters. Attested Xerox copies of such documents shall be furnished to the Block Education office concerned.
 23. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Block Education Office or office concern or any authority under law.
 24. 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 the department or office concerned.
 25. In case, the Manpower Service Provider fail to comply with any liability under appropriate law, and as a result thereof the Block Education Office or the office concerned is to put to any loss/obligation, monetary or otherwise, Block Education Office or 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 to the loss or obligation in monetary terms.
 26. The agreement is liable to terminated because of non-performance deviation of terms and condition of contract. Non-payment of remuneration of employed person and non-payment of statutory dues. The Block Education Office will have to liability towards non-payment of remuneration to the person 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 or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

204

27. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.
28. The Manpower Service Provider shall raise the bill, in triplicate along with attendance sheet duly verified by the Block Education Office, or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
29. The claim in bills regarding employees state insurance , provident fund, Service Tax, etc. should be necessarily accompanied with documentary 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 furnished, at the discretion of the Block Education Office.
30. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding months.
31. The authority reserve right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
32. In the event of any dispute arising in respect of the clause of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his/her decision and the same shall be binding on parties.
33. All disputes shall be under the jurisdiction of the court at the place where the Headquarter of the Authority District Project Coordinator, Rayagada who has executed the agreement, is located.


District Project Coordinator
RTE-SSA, Rayagada