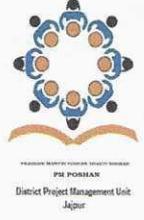




**DISTRICT PROJECT MANAGEMENT UNIT  
PRADHAN MANTRI POSHAN SHAKTI NIRMAN (PM POSHAN)**

DISTRICT EDUCATION OFFICE, JAJPUR

Email- [deojajpurtown13@gmail.com](mailto:deojajpurtown13@gmail.com), [dnojajpurmdm@gmail.com](mailto:dnojajpurmdm@gmail.com)



Advertisement No.: 14 /DPMU/Date: 20.01.2026

**TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING OF SERVICES OF  
11(ELEVEN) DATA ENTRY OPERATORS UNDER PM POSHAN PROGRAMME**

Sealed Tender(s) are invited from the reputed **MANPOWER AGENCIES/SERVICE PROVIDERS** to provide the services of 11 Nos. of Data entry Operators (DEOs) @ 1 per Block for 10 Blocks and 1 for District Level of Jajpur District having qualification of Graduation with DCA/ PGDCA with a consolidated remuneration of Rs. 13,900/- per month on contract basis for day to day official work. The Manpower Agency/Service Providers may apply adhering to the terms and conditions following Govt. of Odisha Finance Department Guidelines issued vide Finance Deptt. Letter No. 7982/GAD, Dtd. 07.03.2024.

The detailed information for outsourcing the service of aforesaid post has been given in the Tender Document which can either be downloaded from the website i.e. [www.jajpur.odisha.gov.in](http://www.jajpur.odisha.gov.in), or obtained from **Sri S. K. Sahoo Programmer-cum-Accountant (PM POSHAN), District Project Office, Samagra Shiksha, Jajpur, AT/PO- Baidyarajpur, Jajpur** between **10:30 AM to 5:00 PM** on any working day. The last date and time for submission of Tender Document is 07<sup>th</sup> Feb-2026 by **5.00 P.M.** The tender may be sent by Speed Post/Registered Post addressing to "**District Project Management Unit Jajpur (PM POSHAN), District Project Office, Samagra Shiksha, Jajpur -755001** during office hours within the stipulated time period. The tender received beyond the stipulated period due to postal delay/ any other reasons whatsoever shall be rejected. The sealed tender should be super-scribed with "**TENDER DOCUMENTS FOR PROVIDING DEOs UNDER PM POSHAN PROGRAMME OF JAJPUR DISTRICT.**"

All rights reserved by the undersigned, including rejection of the quotation without assigning any reasons thereof.

**By order of the Collector & District Magistrate, Jajpur**

  
**District Education Officer-cum-  
District Nodal Officer (PM POSHAN), Jajpur**

*B*

*CP/low*

**DISTRICT PROJECT MANAGEMENT UNIT,  
PM POSHAN, JAJPUR**



PRADHAN MANTRI POSHAN SHAKTI NIRMAN  
PM POSHAN  
District Project Management Unit  
Jajpur

**TENDER DOCUMENTS  
(Technical & Financial)**

**FOR HIRING OF MANPOWER**

**DATA ENTRY OPERATORS (DEOs)**

**UNDER PM POSHAN PROGRAMME**

**FOR DISTRICT PROJECT MANAGEMENT UNIT  
(PM POSHAN) & 10 BLOCK PROJECT  
MANAGEMENT UNIT (PM POSHAN)  
JAJPUR DISTRICT**

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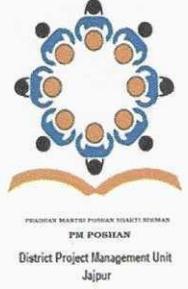
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**DISTRICT PROJECT MANAGEMENT UNIT**  
**PRADHAN MANTRI POSHAN SHAKTI NIRMAN (PM POSHAN)**

DISTRICT EDUCATION OFFICE, JAJPUR

Email- [deojajpurtown13@gmail.com](mailto:deojajpurtown13@gmail.com), [dnojajpurmdm@gmail.com](mailto:dnojajpurmdm@gmail.com)



**TENDER DOCUMENT**

**For providing Services of 11 Nos. Data Entry Operators  
 (01 no at DPMU level & 10 nos. at BPMU level of Jajpur District  
 by a Private Manpower Service Provider**

- (a) Period for issue of Tender Document :
- (b) Date and time for submission of Tender Document : By 07<sup>TH</sup> Feb-2026, 5 P.M.
- (c) Date and time and venue for opening of
- (i) Technical Bids : 09<sup>TH</sup> Feb-2026, 3 P.M.
- (ii) Financial Bids of eligible Bidders : O/o A.D.M, Jajpur

**Venue: Chamber of ADM, Jajpur**

- (d) Likely date for commencement of Deployment of required manpower :

**CONTENTS OF TENDER DOCUMENT**

| Sl. No. | Description of contents   | Page No. |
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| 1       | Scope of work and general instructions for service Bidders  | 3-4      |
| 2       | Technical specifications for the service provider and the manpower 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    |
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| 7       | Agreement Sample Copy   | 17-18    |
| 8       | Terms & Conditions of the Agreement   | 19-22    |

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The District Project Management Unit, PM POSHAN, Jajpur-755001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operator ( DEO) on contract basis for day-to-day official work under PM POSHAN Programme.
2. The contract for providing the aforesaid manpower is likely to commence from \_\_\_\_\_ and would continue till \_\_\_\_\_. The period of the contract may be further extended beyond \_\_\_\_\_ provided the requirement of the DPMU (PM POSHAN) & BPMU (PM POSHAN) for manpower persists at that time or may be curtailed/ terminated before \_\_\_\_\_ owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Block Education Office (BEO) requirement. The District Project Coordinator, SS, Jajpur, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This District and Blocks have tentative requirement of 01 no. of Data Entry Operator for DPMU(PM POSHAN) and @ 01(no.) Data Entry Operator per Block for 10 BPMUs(PM POSHAN). The total requirement is 11 nos, which may increase/decrease.
4. The estimated cost of contract is Rs.26,00,242/(Rupees Twenty Six Lakh Two Hundred Forty Two) Only.
5. The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 07<sup>TH</sup> Feb-2026 upto 5:00 P.M at District Project Office, SS, Jajpur.

The various crucial dates relating to " **For providing Services of Data Entry Operators to DPMU(PM POSHAN) & 10 BPMUs(PM POSHAN) of Jajpur District by a Private Manpower Service Provider**" are indicated here under:

- (a) Period for issue of Tender Document :
- (b) Date and time for submission of Tender Document : By 07<sup>TH</sup> Feb-2026
- (c) Date and time and venue for opening of
  - (i) Technical Bids : 09<sup>TH</sup> Feb-2026 at 3:00P.M.
  - (ii) Financial Bids of eligible Bidders : in the office chambers of ADM Jajpur.
- (d) Likely date for commencement of Deployment of required manpower :
- (e) Late Bid will not be accepted in any case :

6. The 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 super-scribing "**Technical Bid for Providing Manpower Services to DPMU(PM POSHAN) & 10 BPMUs(PM POSHAN) of Jajpur District under PM POSHAN Programme**"(Cover-A) and "**Financial Bid for Providing Manpower Services to DPMU(PM POSHAN) & BPMUs(PM POSHAN)of Jajpur District under PM POSHAN Programme**" (Cover-B). Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to DPMU (PM POSHAN) & BPMUs (PM POSHAN) of Jajpur District under PM POSHAN Programme**".

7. The Earnest Money Deposit (EMD) of Rs. 52,005/- (Rupees Fifty Two Thousand Five) 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 the DPMU MDM JAJPUR, failing which the tender shall be rejected summarily.
8. The successful tenderer will have to deposit a **Security Deposit / Performance Security Deposit of Rs. 78,007/-** (Rupees Seventy Eight Thousand Seven) only in form of **Bank Guarantee** from any nationalized Bank drawn in favour of **DPMU MDM JAJPUR** 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.
9. 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:**
- Registration certificate of the applicant organization;
  - Copy of PAN / GIR card;
  - Copy of the IT return filed for the last three financial years;
  - Copies of EPF and ESI Certificates;
  - Copy of the GST registration Certificate with GST Return (3-B) for last Tax Period.
  - Certified extracts of the Bank Account containing transactions during last years.
  - Turnover Statement (> 1 Crore) certified by CA.
  - The Agency is not blacklisted under the State/District/PSU
10. Bids received after the due date shall not be considered and will be out rightly rejected in very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
12. The remuneration in respect of the man power engaged will be paid as per prescribed G.A department Notification no.7982/GAD/Dated.07.03.2024.
13. The Technical bids shall be opened on the scheduled time, date and at the venue i.e. 3:00 P.M. PM on 09.02.2026 in the Chamber of ADM, Jajpur in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenderers will be opened whose are technically qualified. The Financial bids shall be opened at \_\_\_\_\_ PM on \_\_\_\_\_ in the Chamber of ADM, Jajpur 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 minimum rate of service charge shall be 3.85% (3% profit plus transaction charge). The procuring entity may also fix the service charge above 3.85% with proper justification, whenever required, provided that the service charge should not exceed 7% in any case as per OGFR Rule 264 (iv)
16. In case of multiple bidders quoting same rate successful bidder will be selected through transparent lottery System.
17. The Contract period is valid for 01 year.
18. The Collector, Jajpur reserves the right to reject 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) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Jajpur.
  - (b) They should be registered with the appropriate registration authority.
  - (c) They should have at least 03 years experience in providing manpower to Government Departments, Public Sector Companies / Banks, etc.
  - (d) They should have their own Bank Account & Certified extracts of the Bank Account containing transactions during last years.
  - (e) They should be registered with Income tax and GST departments.
  - (f) Copy of PAN / GIR card.
  - (g) Copy of the IT return filed for the last three financial years.
  - (h) Copy of the GST registration Certificate with GST Return (3-B) for last Tax Period.
  - (i) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (j) Copies of EPF and ESI certificates.
  - (k) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
  - (l) Turnover Statement (> 1 Crore) certified by CA.
  - (m) The Agency is not blacklisted under the State/District/PSU.
  - (n) Copy of Contract Labour License.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY  
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE DISTRICT  
PROJECT MANAGEMENT UNIT (PM POSHAN) AND 10 BLOCK PROJECT  
MANAGEMENT UNITS (PM POSHAN) OF JAJPUR DISTRICT.**

1. She/ he should be above 21 years of age and not exceeding 42 years as on \_\_\_\_\_.
2. The Minimum Educational Qualification for Data Entry Operators will be Graduation in any discipline with DCA/ PGDCA.
3. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS Office, Internet and LAN function.



**APPLICATION- TECHNICAL BID**

**For Providing Manpower Services to District Project Management Unit (PM POSHAN) and 10 Block Project Management Units (PM POSHAN) Jajpur District.**

1. Name of the Tendering Manpower Service Provider: \_\_\_\_\_
2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date \_\_\_\_\_
3. Name of the Proprietor/ Partner/ Director: \_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_
5. Full Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_
6. Name & Telephone No. of : \_\_\_\_\_ Authorized officer/person to liaise with Field Office (s).
7. Banker of the Manpower Service Provider: \_\_\_\_\_ (Attach certified copy of statement of A/C for the last Three years) \_\_\_\_\_  
Telephone Number of Banker: \_\_\_\_\_
8. PAN / GIR No.: \_\_\_\_\_ (Attach attested copy)
9. GST Registration No.: \_\_\_\_\_ (Attach attested copy)
10. EPF Registration No.: \_\_\_\_\_ (Attach attested copy)
11. ESI Registration No.: \_\_\_\_\_ (Attach attested copy)

12. Contract Labour Registration Certificate: \_\_\_\_\_  
(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 |
|----------------|-------------------|-----------------|
| 2022-23        |                   |                 |
| 2023-24        |                   |                 |
| 2024-25        |                   |                 |

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 the 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 authorized person  
Name:  
Seal:

Date:  
Place:

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**APPLICATION - FINANCIAL BID**  
**For Providing Manpower Services to District Project Management Unit (PM POSHAN) and 10 Block Project Management Units (PM POSHAN) Jajpur District**

1. Name of the tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes:

| Sl. No. | Manpower Type       | Monthly Rate per DEO / Per Block  |     |     |                             |                |     |                  |
|---------|---------------------|---|-----|-----|-----------------------------|----------------|-----|------------------|
|         |                     | *Take home remuneration (As per GA Department Notification no. 7982/GAD/Dated.07.03.2024) | EPF | ESI | Other statutory dues if any | Service charge | GST | Total per Person |
| 1       | Data Entry Operator |   |     |     |                             |                |     |                  |

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**Notes:**

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.





**TERMS & CONDITIONS**

**GENERAL**

1. The Agreement shall commence from \_\_\_\_\_ 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 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 District and Blocks, at present, have tentative requirement of 01 Data Entry Operator at each BPMU (PM POSHAN)&DPMU(PM POSHAN)on urgent basis. The requirement of the Block & District 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. The persons deployed shall be required to report to the Block Education Officer during office hours, and may also required to work beyond 5:30 PM without 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.
9. 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.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the District Education Officer, (Jajpur) so

11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the District Education Officer, (Jajpur) so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the BPMUs(PM POSHAN) and DPMU(PM POSHAN), Jajpur or Office concerned shall be that of the Manpower Service Provider and the BPMUs(PM POSHAN) and DPMU(PM POSHAN), Jajpur or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the BPMUs(PM POSHAN) and DPMU(PM POSHAN), Jajpur or Office concerned.
13. For all intents and purposes, the Manpower Service Provider shall be "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 BPMUs(PM POSHAN) and DPMU(PM POSHAN), Jajpur or Office concerned.
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 Office (BEO)/ District Project Coordinator, SS, Jajpur (DPC) shall, 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 representatives of the Block Education Office (BEO) or Office concerned and an Authorized representative of the Manpower Service Provider.
15. The Block Education Office (BEO)/ District Project Coordinator (DPC) 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 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 BPMUs(PM POSHAN) and DPMU(PM POSHAN), Jajpur or 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 BPMUs (PM POSHAN) and DPMU(PM POSHAN), Jajpur or office concerned. The BPMUs (PM POSHAN) and DPMU(PM POSHAN), Jajpur or 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 BPMUs(PM POSHAN) and DPMU(PM POSHAN), Jajpur 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur office concerned.
- 26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or office concerned or any other authority under Law.
- 27. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax/ 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 Labor (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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the office concerned is put to any loss / obligation, monetary or otherwise, the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the 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 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the 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 provide to statutory authorities. If any loss or damage is caused to the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjust from the Performance Security Deposit.

**FINANCIAL**

- 30. The Technical Bid Should accompanied with an earnest money deposit (EMD), refundable without interest, of **Rs. 52,005/-** (Rupees Fifty Two Thousand Five) only (0.5% of the contract value) in shape of D.D/ P.O. drawn in favour of **DPMU MDM JAJPUR**. Failing which, the tender shall be rejected out rightly.
- 31. The earnest money deposit in respect of the agencies, which do not qualify the Technical Bid (1<sup>st</sup> Phase) / Financial Bid (2<sup>nd</sup> Competitive Phase) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from 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. 78,007/-** (Rupees Seventy Eight Thousand Seven) only in form of **Bank Guarantee** from any nationalized Bank drawn in favour of **DPMU MDM JAJPUR** 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.
- 33. In case of breach of any terms and conditions attached to this agreement, the Security Deposit / Performance Security Deposit of **Rs. 78,007/-** (Rupees Seventy Eight Thousand Seven) 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or 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 month. A requisite portion of the bill or whole bill amount shall be held up till such proof is furnished, at the discretion of the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or 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 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 this BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur for supply of suitable and qualified manpower as per requirement of this BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur 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 one year;
4. Attested copy of PAN / GIR card;
5. Attested copy of the last three financial years IT return filed by agency;
6. Copy of the GST registration Certificate with GST Return (3-B) for last Tax Period.
7. Attested copy of the P.F registration letter / Certificate;
8. Attested copy of the E.S.I registration letter / Certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions 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. 56,733/- in shape of DD / PO.
13. Affidavit for not having been debarred/blacklisted by Govt/PSU
14. Copy of Valid Contract Labour Registration Certificate.

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

1. List of manpower short listed by agency for deployment in BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur 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.

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_  
Between the District Education Officer, Jajpur / Block Education Officer (BEO), Jajpur, 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 part;

**And**

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

Whereas, the 'Authority' desires that the services of " \_\_\_\_\_ " are  
required in \_\_\_\_\_ Department/Office;

And whereas the "Manpower 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 "Manpower Service Provider".

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

1. That the Annexure containing the Terms and Conditions shall be deemed to form and  
to be read and constructed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower  
Service Provider", the "Manpower Service Provider" hereby agrees with the  
"Authority" to provide personnel to be engaged as " \_\_\_\_\_ "  
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 \_\_\_\_\_.

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

**Signature of the officer  
authorized to sign on behalf  
of premises Manpower  
Service Provider**

**Signature of the Authority  
An officer acting in the**

**for and on behalf of the District  
Education Officer Jajpur/ Block  
Education Office (BEO), Jajpur**

**In the presence of witness:-**

**Witness**

**Witness**

**1.**

**1.**

**Name: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**2.**

**2.**

**Name: \_\_\_\_\_**

**Name: \_\_\_\_\_**





**ANNEXURE**

**TERMS & 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 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 deployed shall be required to report Block Education Officer during hours, and may also required to work beyond 5:30 PM without 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 and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the District Project Coordinator (DPC, SS, Jajpur) 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or Office concerned shall be that of the Manpower Service Provider and the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or Office concerned.

- 12. For all intents and purposes, the Manpower Service Provider shall be "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 BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur or Office concerned.
- 13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur shall, 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 representatives of the BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur or Office concerned and an Authorized representative of the Manpower Service Provider.
- 14. The Collector, Jajpur 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.
- 15. 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.
- 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 in regular or other capacity.
- 17. 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.
- 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 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. \*
- 19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving 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.
- 20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

21. 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or Office concerned. 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 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 provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur or office concerned. The BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur 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 BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or office concerned or any other authority under Law.
26. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the office concerned is put to any loss / obligation, monetary or otherwise, the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the 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 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the 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 provide to statutory authorities. If any loss or damage is caused to the BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or the office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjust from the Performance Security Deposit.

29. In case of breach of any terms and conditions attached to this agreement, the Security Deposit / Performance Security Deposit of **Rs. 78,007/-** (Rupees Seventy Eight Thousand Seven) only of the manpower service provided 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 BPMUs(PM POSHAN)/DPMU(PM POSHAN), Jajpur or 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.
31. 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 month. A requisite portion of the bill or whole bill amount shall be held up till such proof is furnished, at the discretion of the BPMUs (PM POSHAN)/DPMU (PM POSHAN), Jajpur or Office concerned.
32. 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.
33. The Authority reserves the right to withdraw or relax any terms and condition 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 or 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, which has executed the agreement, is located.

