

DISTRICT EDUCATION OFFICE, KANDHAMAL, PHULBANI.

No. 7460 Dated: 25.08.2022

TENDER CALL NOTICE

Applications are invited from eligible Service Providing Agencies for filing up of Class-IV staff in Odisha Adarsha Vidyalayas (Model Schools) in Kandhamal District under District Education Office Kandhamal. The engagement will be made on outsourcing basis through Service Providing Agencies following the guidelines issued vide Finance Department letter No. 37323/F dated 30-11-2018.

Sl. No.	Name of the Post	No. of Posts	Qualification	Consolidated remuneration (including EPF, ESI, SC & ST)
1	Science Attendant	12	HSC Passed	₹.13855/- per month
2	Office Peon	12	HSC Passed	₹.13855/- per month
3	Night watcher-cum-Sweeper	12	HSC Passed	₹.13855/- per month

The tender documents & guidelines can be downloaded from the Kandhamal district website www.kandhamal.nic.in. Interested Service Providing Agencies fulfilling the eligibility criteria mentioned above are requested to apply to the undersigned on or before Dt. 12.09.2022. The tender documents must be sent by Speed Post / Registered post only to the District Education Officer, Kandhamal, Main Road, Phulbani 762001. The undersigned reserves the right to cancel any or all the proposals without assigning any reason thereof. The agencies must have to super-scribe as “ **TENDER DOCUMENT FOR ENGAGEMENT OF CLASS-IV STAFF IN ODISHA ADARSHA VIDAYALAYAS IN KANDHAMAL DISTRICT**” on the top of the envelope in capital letter otherwise the document will be liable to be rejected.


**Collector & District
Magistrate, Kandhamal**

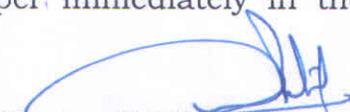
Memo No. 7461 / Dt. 25.08.2022

Copy forwarded to the District Information and Public Relation Officer, Phulbani with a request to publish above tender notice in local daily in all Odisha Edition for one day only by 27.08.2022 within the space of 80 sq. cm or 8 cm X 10 cm and send the bill in the Govt. approved rate along with complementary copy of the publication for payment.


**Collector & District
Magistrate, Kandhamal**

Memo No. 7462 / Dt. 25.08.2022 /

Copy forwarded to the D.I.O., NIC, Phulbani with a request to publish the above tender notice with tender paper immediately in the district Website Kandhamal.


**Collector & District
Magistrate, Kandhamal**

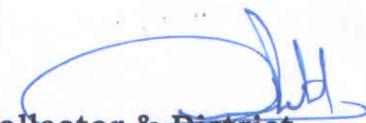
Memo No. 7463 / Dt. 25.08.2022 /

Copy forwarded to the State Project Director, OAVS Bhubaneswar for information and necessary action.


**Collector & District
Magistrate, Kandhamal**

Memo No. 7464 /Dt. 25.08.2022

Copy Submitted to the Commissioner-Cum- Secretary to Govt. School & Mass Education Department Odisha, Bhubaneswar for favour of kind information and necessary action.


**Collector & District
Magistrate, Kandhamal**

TENDER DOCUMENT FOR PROVIDING SERVICES OF CLASS –IV STAFF BY A PRIVATE MANPOWER SERVICE PROVIDER TO BE ENGAGED IN OFFICES OF ADARSHA VIDYALAYAS OF KANDHAMAL DISTRICT.

a)	Date and time for submission of Tender Document	
b)	Date and time for opening of	
	i) Technical Bids	
	ii) Financial Bids of eligible Bidders	

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

RR. PS-02

1. The District Education Officer, Kandhamal requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Class-IV staff on contract basis for day to day official work in 12 Odisha Adarsha Vidyalayas of Kandhamal district as per list enclosed.
2. The contract for providing the aforesaid manpower is likely to commence from **date of agreement** and would continue till **end of one year**. The period of the contract may be further extended beyond **date of expiry**, provided the requirement of the Adarsha Vidyalayas for manpower persists at that time or may be curtailed/ terminated before **date of expiry of agreement**. Owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the OAV requirements. The District Education Officer, Kandhamal, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

This Department has tentative requirement for 36 (Thirty Six) nos. of Class-IV staff.

3. The estimated cost of the contract is Rs. 59, 85, 360/- per annum in terms of remuneration of personnel to be hired through service provider.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.30,000/- and other requisite documents should be sent and addressed to **the District Education Officer, Kandhamal, Phulbani** by Dt. 12.09.2022 up to **5 PM** by Registered Post/ Speed Post only.
5. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The Technical and the Financial Bid document should be submitted in separate sealed cover super scribing Technical and Financial Bid and both the covers should be put in a sealed cover super scribing **"Bid for providing Manpower Services"**.
6. **Cost of Bid Document (non-refundable) to be downloaded from district website is Rs.1000/- (Rupees one thousand) only in shape of Demand Draft from any Nationalized Bank only drawn in favour of District Education Officer, Kandhamal, Phulbani payable at Phulbani failing which the tender shall be rejected summarily.**
7. The Earnest Money Deposit (EMD) of Rs. 30, 000/(Rupees Thirty 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 from any Nationalized Bank only drawn in favour **District Education Officer, Kandhamal, Phulbani**
8. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 5, 00000/- (Rupees Five lakh) in the form of Bank Guarantee from any Nationalized Bank only drawn in favour of the **District Education Officer, Kandhamal, Phulbani** 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 :**

- (a) Registration certificate of the applicant organization/ agency;
 - (b) Copy of PAN/ TAN / GIR card;
 - (c) Copy of the IT return filed for the last 3 (Three) financial years;
 - (d) Copies of EPF and ESI certificates;
 - (e) Copy of the G.S.T registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Copy of Labour registration Certificate;
 - (h) Copy of E.C.R. for last six months for which EPF dues has been deposited.
10. **The conditional bids 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 initialed by the person authorized to sign the tender bids.
 12. The BIDs shall be opened on the scheduled dated and time at **3.00 PM on 20.09.22** in the **Office chamber of Collector & District Magistrate, Kandhamal, Phulbani** in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
 13. **No undertaking for submission of any documents beyond the date of opening of Tender paper will be allowed.**
 14. The Competent Authority of the **District Education Officer, Kandhamal, Phulbani** reserves the right to cancel all bids without assigning any reason.

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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 the user Department/Office. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have at least **Five years'** experience in providing manpower to Government Departments/ Public Sector Companies/ Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and GST departments;
 - (f) They should be registered with 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 **District Education Officer, Kandhamal, Phulbani** that may be required for providing manpower services.
 - (h) Minimum annual turn-over of the company shall be at least five times of the present value.
 - (i) The agency must have executed contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER

1. The candidate must not be more than 50 years of age and must be able bodied both physically and mentally to discharge the duty.
2. The Minimum Educational Qualification for Class-IV staff will be H.S.C. passed .

APPLICATION - TECHNICAL BID**For Providing Manpower Services to DEO, Kandhamal.**

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit: DD No. _____ date _____ of _____ Rs. _____ drawn on Bank _____

3. Name of Proprietor /Partner/ Director : _____

4. Full Address of Registered Office : _____

 Telephone No. : _____
 FAX No. : _____
 E-Mail Address : _____

5. Full address of Operating / Branch Office : _____

 Telephone No. : _____
 FAX No. : _____
 E-Mail Address : _____

6. Name & telephone no. of : _____
 Authorized officer/person to liaise with Field Office(s)

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

 Telephone Number : _____
 Of Banker

8. PAN /TAN/ GIR No. : _____
 (Attach attested copy)

- 9. G.S.T 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 of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs.)	Remarks, if any
2019-20		
2020-21		
2021-22		

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

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

Sr. No.	Name of client, address, telephone & Fax no.	Manpower services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

15. 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 DEO, Kandhamal.**

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

Sl. No	Manpower Type	Monthly Rate per person					
		Minimum Take home remuneration	EPF (Employer's Contribution towards EPF) (@13 % of Col. 3)	E.S.I (Employer's Contribution towards ESI) (@3.25% of Col.3)	Service charge (Maximum @ 2% of Gross remuneration of Col.8)	G.S.T (@ 18% of column (3+4+5+6))	Gross remuneration per manpower per month (Col.3+4+5+6+7)
1	2	3	4	5	6	7	8
1.	Class-IV	Rs. 10100/-					Rs 13855/-

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 is likely to be commenced from and will continue till
(However, the continuance of agreement after is subject to approval of PAB, Govt. of India) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The DEO, Kandhamal, at present, has tentative requirement of 36nos. of Class-IV staffs. The requirement 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 for work at 10.00 AM(or as instructed by the immediate authority) to the immediate authority or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M. and may also required to work beyond 5.00 PM (Night watcher-cum-Sweeper will have to stay in the night in the Vidyalaya) for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DEO, Kandhamal so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Offices concerned shall be that of the Manpower Service Provider and the Offices concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the persons deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by

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- the DEO, Kandhamal or office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and EMD & Security deposits shall be forfeited.
11. The payment of remuneration to the Man Power providing agency 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 the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority 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 Department 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 representative of the DEO, Kandhamal and an authorized representative of the Manpower Service Provider.
 14. The Authority 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 the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22. After once engagement, no transfer will be made from the concerned Block and the district.

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 offices concerned. The DEO, Kandhamal or other offices 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 offices 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 office.
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 Department or office concerned or any other authority under Law.
27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by this office.

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

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Authority or the office concerned is put to any loss / obligation, monetary or otherwise, the Authority 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 the extent of the loss or obligation in monetary terms.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The authority will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 30,000/- in the form of Demand Draft / Pay Order drawn in favour of **District Education Officer, Kandhamal, Phulbani, 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 / Financial Bid shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tenderer will have to deposit a security amount of Rs.5,00,000/- (Rupees Five Lakh) Only i.e. (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the **District Education Officer,**

Kandhamal, Phulbani covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

33. The successful tender will have to deposit a Performance Security Deposit of Rs. Rs.5,00000/- (Rupees Five Lakh) Only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the **District Education Officer, Kandhamal, Phulbani** 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 tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
34. 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.
35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Authority 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.

36. The Manpower Service Provider must have to submit the details of disbursement of monthly wages to Class-IV staffs by 1st week of every month in the following format along with proof copy of disbursement of the wages & deposit of EPF of each Class-IV staffs. After receipt of the same, funds for the said month will be reimbursed in the 2nd week of every succeeding month. Prior to disbursement of wages of CI-IV staffs by the Manpower Service Provider, no fund will be released.

Prior to disbursement of wages, the Manpower Service Provider must have to collect Absentee statement from the concerned OAV or competent authority.

Details of format regarding disbursement & deposit of EPF of Class-IV staffs to be furnished to the respective Principal, OAV for release of fund.

Remuneration paid for the month of : _____

Sl.No.	Name of the Class-IV	Wages released	Date of release of wages	A/c No.	Amount of EPF deposited	Date of EPF deposited	EPF A/c No.	Remarks

37. The claims in bills regarding Employees State Insurance, Provident Fund, and Good & Service Tax (GST) etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Authority.
38. 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.
39. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
40. 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.
41. 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.
42. The successful bidder will enter into an agreement with the Authority for supply of suitable and qualified manpower as per requirement on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency for last three years
6. Attested copy of GST registration certificate;
7. Attested copy of the E.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 14 of Technical Bid application;
11. Copy of Labour registration Certificate
12. Copy of E.C.R. for last six months for which EPF dues has been deposited
13. **Copy of the terms and conditions Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

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

1. List of Manpower shortlisted by agency for deployment in offices of OAVs 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.


Collector & District Magistrate
Kandhamal.