

**OFFICE OF THE
DISTRICT EDUCATION OFFICER, KANDHAMAL,
AT/PO-PHULBANI, DIST-KANDHAMAL-762001
Tel: (06842)-253320, Email:deokandhamal16@gmail.com,**

Tender Notice No. 2628 /-

Dated : 21 / 04 / 2023 /

TENDER CALL NOTICE

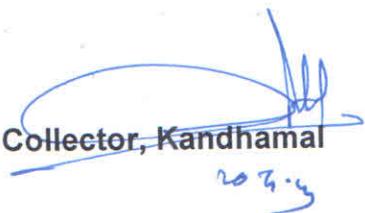
Sealed tenders are invited from reputed registered manpower agencies/service providers to provide the services of Manpower on contract basis for day to day official work of OAVs, Kandhamal.

Tender should be accompanied with refundable Earnest Money Deposit (EMD) of Rs. **30000/-** (Rupees Thirty Thousand) only in shape of account payee Demand Draft in favour of District Education Officer, Kandhamal on any Nationalized Bank payable at Phulbani, failing which the tender shall be rejected.

The Tender Document downloaded from the website (www.kandhamal.nic.in) and cost of tender document Rs.1500.00 (Rupees one thousand Five Hundred) only should be submitted in shape of account payee Demand Draft in favour of District Education Officer, Kandhamal drawn on any Nationalized Bank Payable at Phulbani along with the tender documents, failing which the tender shall be rejected.

The last date and time for submission of tender document is **06.05.2023** by **5.00 P.M** at District Education Officer, Kandhamal. The tender submitted by **Speed Post/ Registered Post** only will be entertained and should reach the office of the District Education Officer, Kandhamal, At/Po- Phulbani, Dist-Kandhamal-762001 latest by **5.00 P.M.** and in no case it will be accepted beyond **5.00 P.M.**

The District Education Officer, Kandhamal reserves the right to cancel all bids without assigning any reason thereof.


Collector, Kandhamal
20.4.23

**OFFICE OF THE
DISTRICT EDUCATION OFFICER, KANDHAMAL,**

TENDER DOCUMENTS

For Providing of Service 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.

SL. NO.	DESCRIPTION	Schedule
A	PERIOD OF AVAILABILITY OF TENDER DOCUMENT IN WEBSITE,	20.04.2023
B	LAST DATE AND TIME FOR SUBMISSION OF TENDER DOCUMENT	06.05.2023 5:00 P.M
C	DATE AND TIME FOR OPENING OF : i. Technical Bids	11.05.2013 09:00 A.M
	ii. Financial Bids of eligible Tender after section through Technical Bid	11.05.2013 11:00 A.M
D	DATE FOR COMMENCEMENT OF DEPLOYMENT OF REQUIRED MANPOWER BY THE SUCCESSFUL SERVICE PROVIDER	18.05.2023

CONTENT

SI. No.	DESCRIPTION OF CONTENTS	PAGE NUMBER
1.	SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR SERVICE BIDDERS	01-04
2.	TECHNICAL REQUIREMENTS OF THE TENDER	05-05
3.	TECHNICAL BID	06-07
4.	FINANCIAL BID	08-08
5.	TERMS AND CONDITIONS	09-13
6.	DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID	14-14
7.	DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AT THE TIME OF DEPLOYMENT OF MANPOWER	15-15
8.	AGREEMENT AND TERMS & CONDITIONS	16-19
9.	CHECKLIST (DOCUMENT TO BE PROVIDED WITH TECHNICAL BID)	20

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

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 outsourcing basis for day to day official work in 12 Odisha Adarsha Vidyalayas of Kandhamal district.

1. 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 Odisha 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.
2. The process of deployment shall be regulated on contract basis with consolidated remuneration by the terms and conditions of finance department circular **No. 30722/F dated 06.11.2021.**
3. The tenderer should have valid GST registration Number / EPF / ESI / VAT / PAN/ GIR / IT return filed for last three financial years.
4. This Department has tentative requirement for 36 (Thirty Six) nos. of Class-IV staffs. The requirement may increase/decrease in any/all the categories if required.

5. The estimated tentative cost of the contract is **Rs. 59, 85, 360/-** (Rupees Fifty Nine Lakh Eighty five Thousand Three Hundred Sixty) only including EPF & ESI.

The details are given below:

Sl. No.	Category	Contract Remuneration per Month (Rs.)	Total Months	Quantity of Manpower in Nos.	Total (Rs.)
i	Science Attendant	13855/-	12	12	19,95,120/-
ii	Office Peon	13855/-	12	12	19,95,120/-
iii	Night-Watchman-Cum-Sweeper	13855/-	12	12	19,95,120/-
GRAND TOTAL					59, 85, 360

6. The interested manpower service provider may submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of **Rs.30000/-** (Rupees Thirty Thousand) only in shape of Account payee Demand Draft in favour of The District Education Officer, Kandhamal and other requisite documents by **06-05-2023 up to 5.00 P.M.** at The District Education Officer, Kandhamal through Speed Post/Registered Post only. No tender document will be accepted if it reaches the office of the undersigned through post beyond 5.00 P.M.
7. The various crucial dates relating to Tender for providing manpower services to District Education Officer., Kandhamal are cited as under:
- | | | |
|------|--|------------------------------|
| i) | Date of issue of document | 20.04.2023 |
| ii) | Date and time of submission of Tender Documents:
(By only Speed post/Registered post) | 06.05.2023 (5:00 PM) |
| iii) | Date and time for opening of | |
| | a) Technical Bids | 11.05.2023 (9:00 AM) |
| | b) Financial bids of eligible bidders | 11.05.2023 (11:00 AM) |
| | c) Likely date of commencement of Deployment of required manpower | 18.05.2023 |

8. The tender has been invited under two bid systems 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 the District Education Officer, Kandhamal" and "Financial Bid for providing Manpower services to the District Education Officer, Kandhamal". Above both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for providing manpower service to the District Education Officer, Kandhamal. The envelope not superscribed as above and sealed properly will not be entertained.
9. The Earnest Money Deposit (EMD) of **Rs.30000/-** (Rupees Thirty Thousand) only refundable(without interest) should be necessarily accompanied with the Technical Bid of the service provider in the form of account payee Demand Draft of any nationalized bank drawn in favour of The District Education Officer, Kandhamal. failing which the tender shall be rejected summarily
10. The successful tenderer shall have to deposit a performance security deposit of **Rs. 500000** (Rupees Five Lakh) only in the form of fixed Deposit Receipts(FDR) made in the name of agency but hypothecated to the District Education Officer, Kandhamal or in form of Bank Guarantee from any nationalized Bank made in favour of the District Education Officer, Kandhamal covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be accordingly renewed by the successful tenderer through the concerned bank.
11. The tendering Manpower service providers are required to enclose photo copies of the following documents (duly attested by Group 'A" or Group "B" Gazetted officer(s) of the state Govt./Central Govt. along with the Technical Bid, failing which their bids should be summarily/ out rightly rejected and will not be taken for consideration further:-
 - a) **Registration certificate of the applicant organization.**
 - b) **Copy of PAN/GIR card.**
 - c) **Copy of IT return filed for last three financial years.**
 - d) **Copies of EPF and ESI registration certificate having GSTIN number.**
 - e) **Certified extracts of Bank Account containing transactions during last three years.**
 - f) **Copy of GST registration certificate and GST clearance certificate.**

12. The conditional Bids shall not be considered and will be out rightly rejected in very first instance.
13. All entries in the tender form should be legible and filled clearly and all pages should be signed by the provider himself with full signature and date. 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 technical bid and Financial bid form. In such cases the tender shall be summarily rejected.
14. The technical bids shall be opened on the scheduled date and time **at 9.00 A.M. on 11-05-2023** in the **Collectorate, Conference, Hall, Phulbani** in presence of the proprietors or representative of the manpower service providers, if any who wish to be present on the spot at that time duly authorized.
15. The financial Bid of only those tenderers will be opened whose Technical bids are found in order. The financial Bids of successful tenderers shall be opened at **11.00 A.M. on 11-05-2023** in the **Collectorate, Conference, Hall, Phulbani** in presence of the proprietor or representatives of the manpower service provider, if any who wish to be present on the spot at that time duly authorized.
16. District Education Officer, Kandhamal being the competent Authority reserves the right to annul all / any bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS OF THE TENDER

1. The tendering Manpower Service provider should fulfill the following technical specifications:-
 - a) The registered office or one of the branch office of the Manpower service providers should be located within the jurisdiction of the Kandhamal.
 - b) They should be registered with the appropriate registration authority
 - c) They should have at least three years of experience in providing manpower to any Government departments/institution of similar status. (Polytechnic / Engg. School / Engg. College / University)
 - d) They should have their own bank account
 - e) They must be registered under GST.
 - 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 Institute that may be required for providing manpower services) if required.
 - h) Minimum turn over requirement will be assessed by the committee which should not be less than 40 lakhs per annum, keeping in view the present contract
 - i) Similar execution of contracts (minimum value to be prescribed) during preceding three years of value equal to the estimated cost of the present contract.
 - j) The deployed manpower should not be more than 50 years and must be able bodied both physically and mentally to discharge the duty.
 - k) The minimum Educational qualification of manpower required by this Institute should be as mentioned below.

Sl. No.	Name of the Post	Qualification
1	Science Attendant	HSC Passed
2	Office Peon	HSC Passed
3	Night watcher-cum- Sweeper	HSC Passed

TECHNICAL BID

For providing Manpower Services to OFFICE OF THE DISTRICT EDUCATION OFFICER, KANDHAMAL,

1. Name of Tendering Manpower Service provider _____

2. Details of Earnest Money Deposit: DD No. _____
Dated _____ 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 at Phulbani _____

Telephone No. _____
Fax No. _____
E-mail Address _____
6. Name & Telephone No. of
Authorized Officer/Person to
Liaise with Field Office(s). _____

7. Banker of 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. Service Tax Registration No.(GSTIN No.) _____
(Attach attested copy)
10. E.P.F. Registration No. _____
(Attach attested copy)
11. E.S.I. Registration No. _____
(Attach attested copy)
12. Registration/License No. under the contract labour (Regulation and Abolition)
Act-1970.
13. Financial Turnover of the tendering Manpower Service Provider for the last three
financial years.

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

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

15. Give details of the major similar contracts handled by the tendering Manpower service Provider during the last three years in the following format.

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

Sl. No	Name of Client, address, telephone No. & Fax No.	Manpower Service Provided		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)

Date:
Place:

Full Signature of Proprietor/Service Provider
Full Name:
Seal:

DECLARATION

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

Date:
Place:

Full Signature of Proprietor/Service Provider
Full Name:
Seal:

FINANCIAL BID

For providing Manpower Services to OFFICE OF THE DISTRICT EDUCATION OFFICER, KANDHAMAL,

1. Name of Tendering Manpower Service Provider:
2. Rate per person per month:

Sl. No	Manpower Type	Monthly Rate per person (Rs.)					
		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	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/-					

Date:
Place:

Full Signature of Proprietor/Service Provider
Full Name:
Seal:

NOTE:

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. Service charges quoted in terms of % will not be accepted.
3. Service charges should not be Less than Rs.1/- (One).
4. Service Charge should not be more than 2% of the Gross remuneration.
5. Fraction of Rupees quoted will rounded up to nearest rupees.

TERMS AND CONDITIONS OF MANPOWER OUTSOURCING

GENERAL

1. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of man power 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 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 sub contract its right 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 agreement, at present, has tentative requirement of Class-IV engagement in OAVs Kandhamal. The requirement of manpower of the office may further increase or decrease marginally, during the period of initial contract and also the Bidders may 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 him to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed as breach on terms of agreement making it liable for legal action in addition to termination of the agreement.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the manpower service provider.
8. The persons deployed shall be required to report for work at the scheduled time at the concerned Principal OAVs, Kandhamal and perform his/her duty for 08 hours daily excluding lunch break. In case of Administrative exigency, he/she may be required to work beyond the scheduled duration. 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/supervisor who shall be responsible for immediate interaction with the concerned OAVs 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 Principal OAVs, Kandhamal shall be that of the manpower service provider and the Principal, OAVs, Kandhamal 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 fixed by Govt. from time to time and produce such evidence as maybe required by the office concerned. The manpower provider must produce the deposit of EPF/ESI slip regularly of their people working at this institute of each month before submission of bill for release of monthly payment.

11. For all intents and purposes, the Manpower service provider shall be the "Employer" within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship with the Principal OAVs concerned.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The District Education Officer, Kandhamal shall in no way be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of the District Education Officer, Kandhamal and an authorized representative of the manpower service provider.
13. The District Education Officer, Kandhamal 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 after expiry of the agreement.
14. The person 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 current or after expiry of the agreement.
15. 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 in other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at the office of District Education Officer, Kandhamal 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.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc and a copy of registration to those effect should be submitted. The manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labours and Abolition Act, 1970 if any, at his own part and cost.
18. 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 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 contribution towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the manpower service provider should have clean track records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and change the image of the department or office concerned. The manpower service provider shall be responsible for any act of indiscipline, misbehavior, misconduct by the person deployed.
21. Firms who have previously defaulted in execution of outsourcing contract on deployment of manpower with the District Education Officer, Kandhamal will not be considered under any circumstances.

LEGAL

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 consolidated amount in respect of the persons deployed in the office concerned. The office concerned shall have not liability in this regard.
24. The manpower service provider shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the DEO, Kandhamal 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 concerned.
25. The manpower service provider shall maintain all statutory registers under the Law & shall produce the same, on demand, to the authority of DEO, Kandhamal, any other authority under law.
26. Any other instruction towards deduction from income received by Govt. from time to time will be strictly followed.
27. In case the manpower service provider fails to comply with any liability under appropriate law, and as a result thereof, the department or the office concerned is put to any loss/obligation, monetary or otherwise, the DEO, Kandhamal will be entitled to get itself reimbursed out of the outstanding bills or performance security deposit of the manpower service provider to the content of the loss or delegation of monetary terms.
28. The Agreement is liable to be terminated because of non performance deviation of terms and condition of contract, nonpayment of remuneration to employed persons and non deposit of statutory dues with the concerned agencies like E.P.F., E.S.I. and Service Tax etc. The DEO, Kandhamal will have no liability towards nonpayment 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 institute by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposits.
29. In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider the same should be reported to the Police through the head of office at the earliest. However, the loss arising out of theft/damage of Govt. property, shall be borne by the manpower service provider (by way of adjustment from the performance security deposit/unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

FINANCIAL

30. The Technical bid should be accompanied with an Earnest Money Deposit(EMD) refundable without interest, of **Rs.30000/-** (Rupees Thirty Thousand) only in the form of account payee Demand Draft drawn in favour of the District Education, Officer, Kandhamal payable at Phulbani failing which the tender shall be rejected out rightly.
31. The Earnest Money Deposit in respect of the agencies which do not qualify in the tender shall be returned to them without any interest within 30 days from the date of opening of the Bid.
32. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without assigning any reason.
33. Method for Evaluation of Financial BID.

As the take home remuneration per month, EPF, ESI are fixed as per the State Govt./Govt. of India instructions from time to time. No comparison will be made with respect to the amount quoted by the bidders, it will be paid as per the Govt. norms, The comparison will be made only in respect of rate quoted against service charge.

The financial bids of service providers whose technical bids are found to be in order and accepted by the committee will be evaluated only in respect of service charge. The Lower rate quoted in respect of service charges will be awarded with the contract. If the minimum rate quoted for service charge by different bidder will be same the following method will be adopted for evaluation.

- I) If rate quoted by the bidder in respect of the service charges will be same, the firm with highest years of experience in providing manpower on outsourcing basis to Govt. Educational Institutions will be awarded the contract.
- II) If the years of experience become same, then the firm which has deployed the highest number of manpower in Govt. last three years in Govt. Educational Institutions of similar status shall be considered for award of contract
- III) If the number of Manpower deployed on average of last three years into 2020-21 become same then the bidder having highest turnover during 2019-20 will be awarded the contract.
- IV) If the turnover during 2019-20 become same then the firm with highest years of experience in providing manpower on outsourcing basis to OAVs/Govt. Engineering Colleges/Polytechnics /Govt. Engg. Schools during 2018-19 will be awarded the contract.
- V) If the experience in providing manpower to OAVs/ Govt. Engineering Colleges/Govt. Polytechnics/Govt. Engg. School/ Universities during 2018-19 become same, then the contract will be awarded through lottery.

34. The successful bidder will have to deposit a performance security deposit of **Rs. 500000/-** (Rupees Five Lakh) only in the form of fixed deposit Receipts (FDR) made in the name of agency but hypothecated to the DEO, Kandhamal or in the form of Bank Guarantee from any Nationalized Bank in favour of the DEO, Kandhamal covering the period of contract. In case the contract is further extended beyond the initial period the FDR/Bank Guarantee will have to be accordingly renewed.
35. 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.
36. The Manpower service provider shall furnish the bill in triplicate along with attendance sheet duly verified by the authorized officer of Principal OAVs 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 within the second week of the succeeding month.
37. 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 of the bill amount shall be held up till such proof is furnished, at the discretion of Principal OAVs Kandhamal.
38. The amount of penalty calculated @ 100/- per day per person on account of delay, if any in providing a 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. In the event of any dispute arising in respect of the clauses for the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties.
40. 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 i.e. Phulbani.
41. The successful bidder will enter in to an agreement with DEO, Kandhamal for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions.
42. The Employer's share of contribution towards E.P.F. and E.S.I., G.S.T. (If applicable), and service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee. The manpower service provider shall deposit all statutory dues with the concerned authority and claim the same from the concerned Govt. department/office along with its service charge by producing documentary proof of payment.
43. The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the manpower service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.
44. The Authority reserves right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage.

DOCUEMNTS TO BE SUBMITTED WITH THE TECHNICAL BID

1. Application- Technical Bid duly filled in & signed
2. DD of **Rs. 1500.00** (Rupees One thousand Five Hundred) only towards cost of tender document downloaded from the web
3. DD of **Rs.30000/-** (Rupees Thirty Thousand)only towards Earnest Money Deposit.
4. Attested copy of registration of agency with appropriate authority.
5. Certified copy of the statement of Bank Account statement of agency for the last three financial years i.e. **2019-20, 2020-21 & 2021-22.**
6. Attested copy of PAN/GIS Card.
7. Attested copy of the latest IT returns filed by agency for the last three financial years i.e. **2019-20, 2020-21 & 2021-22.**
8. Attested copy of Valid Local Labour license /Shops & Commercial establishment registration certificate issued by Labour Department of the Kandhamal district.
9. Attested copy of Valid License of Home Department, Govt. of Odisha
10. Attested copy of Valid ID G.S.T. Registration letter/certificate
11. Attested copy of Valid E.P.F. Registration letter/certificate
12. Attested copy of Valid E.S.I. Registration letter/Certificate
13. Certified documents in support of the financial turnover of the agency.
14. Attested copy of documents issued by appropriate authorities regarding supply of manpower on outsourcing basis to Govt. Educational Institutions (Engineering Colleges/Polytechnics/ Engg. Schools/Universities) & successful execution of contract.
15. Copy of the terms and conditions from page 09 to 14 in tender document with each page duly signed (full signature) and sealed by the Proprietor/Service Provider as a token of their acceptance.
16. Proof regarding Annual Turnover of the manpower service provider in respect of supplying manpower service only amounting to Rs. 40 lakhs certified by duly registered Chartered Accountant.
17. All pages of the tender documents submitted must be self-attested
18. An affidavit (on original non judicial stamp paper worth Rs. 20/-) with the following clauses:
 - i) Our organization has not been black listed by any organization
 - ii) Our organization does not have any legal suit/Criminal case pending against it for violation of any law.
 - iii) Our Organization agrees to abide by all terms and condition of tender
 - iv) Not to sublet/associate/collaborate the work to third party agency.
19. Self-attested copy of valid private bearing licence certificate under Home Department, Odisha/Affidavit.

N.B.: Failure of submit any of the above documents will lead to rejection of tender document.

**DOCUEMNTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER
AT THE TIME OF DEPLOYMENT OF MANPOWER
(ALONG WITH AGREEMENT)**

1. List of Manpower shortlisted by agency for deployment in Principal OAVs, Kandhamal containing full details of i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of All persons.
3. Police verification report to the effect that the person concerned does not have any criminal case pending against him.
4. Any other document considered relevant.
5. Undertaking from deployed persons to perform assign duty satisfactorily.
6. Agreement accepting Terms and Conditions of the Institute on Non-judicial stamp paper worth Rs.100.00 within 7 days from issue of the Contract order by the Institute.

AGREEMENT FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS

The Agreement is made on this..... day of.....between the District Education Officer, Kandhamal herein after referred to as the first party (Authority)

AND

M/S Represented by Sri herein after called the second party(Manpower Service Provider) which expression shall where the context so requires or admits, also include the successors or assignees f the other part.

Whereas, the "Authority" desires that the services of..... are required in OAVs, Kandhamal

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with 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 construed as part of this agreement.
- 2. That in consideration of the payment to be made by the Authority to the Manpower Service provider the Manpower Service Provider hereby agrees with the Authority to provide personnel to be engaged as per requisition of DEO, Kandhamal in conformity with provisions of the Terms and conditions in tender document.
- 3. That the Authority hereby further agrees to pay the manpower service provider as per the contract price at the time and in the manner prescribed in the said Terms and condition
- 4. That in the event of any dispute that may arise it shall be settled as per the Terms and condition of the tender
- 5. That this agreement is valid up to one year from the date of executing order by the service provider.
- 6. That the termination of this contract shall be effected due to any reason as per terms and condition of tender by either party with a prior notice of one month.

IN WITNESS WHEREOF the parties have caused their caused their respective common seals to be here into 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 Authority).

Signature of the Authority (An officer acting in the For and on behalf of the Authority)

IN THE PRESENCE OF WITNESS

Witness: 1.Name..... Address:..... 2.Name..... Address.....

Witness: 1. Name..... Address:..... 2. Name..... Address.....

ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from(date) and shall continue till(date) 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 (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, such documents furnished by it are 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 for work in time as per their nature of duty and shall work under the officer as may have been kept in charge of the office /Department/Hostel and would leave after completion of duty hours and remain beyond duty hour in exigency 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 on three occasions, proportionate deduction from the remuneration for one day will be made.
8. 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.
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 DEO, Kandhamal or office concerned shall be that of the Manpower Service Provider and the DEO, Kandhamal 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 show such evidence as may be required by the DEO, Kandhamal or Office concerned.
11. For all intents and purpose/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 DEO, Kandhamal or Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The DEO, Kandhamal 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 Manpower Service Provider the deployed person can replace their grievance before a Joint Committee consisting of a representative of the District Education Officer, Kandhamal or Office concerned and an Authorized representative of the Manpower Service Provider.

Seal & Signature of Bidder

- 13 The DEO, Kandhamal 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.
- 14 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.
- 15 In case termination of this Agreement on its expiry or otherwise, the persons deployed by that, Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 16 The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with 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.
- 17 The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, 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 legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if, required under the Act.
- 18 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 contribution towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the DEO, Kandhamal or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. 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.
22. 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 DEO, Kandhamal of Office concerned. The DEO, Kandhamal or Office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the DEO, Kandhamal 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 DEO, Kandhamal or Office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand to the authority of the DEO, Kandhamal or Office concerned or any other authority under Law.

Seal & Signature of Bidder

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the DEO, Kandhamal or the office Concerned is put to any loss/obligation, monetary or otherwise, the University 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.
26. 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 DEO, Kandhamal or Office Concerned will have no liability towards non-payment of remuneration of 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 DEO, Kandhamal or Office Concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
27. In case 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 this Office in respect of the persons deployed and submit the same to the DEO, Kandhamal in the first week of the succeeding month.
29. 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.
30. 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.
31. 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.
32. 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.

Seal & Signature of Bidder.

CHECK LIST

SL. NO.	DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID	YES/NO
1.	Filled in Format for Technical Offer (Annexure)	
2.	Nonrefundable Bank Draft for Rs. 1500.00 drawn in favour of 'District Education Officer, Kandhamal payable at Phulbani, on any Nationalized Bank as Tender Fees.	
3.	Bank Draft for Rs.30000.00 drawn in favour of 'District Education Officer, Kandhamal, payable at Phulbani on any Nationalized Bank as EMD.	
4.	Self-attested copy of firm/Company Registration certificates.	
5.	Self-attested copy of GST Registration certificate	
6.	Self-attested copy of firm/company PAN with last 3 year IT Returns(Assessment Year 2019-20,2020-21,2021-22)	
7.	Self- Attested copy of Valid Local Labour license /Shops & Commercial establishment registration certificate issued by Labour Department of the Kandhamal district under contract Labour (Regulations and Abolition) act, 1970	
8.	Self-attested copy of EPF Registration certificate with up to date payment (Last month payment copy enclosed) {Provide at least 50 Employee(Enclosed last month EPF, ECR copy)}	
9.	Self attested copy of ESI Registration Certificate with up to date payment (Last month payment copy)	
10.	Copy of Audited Balance sheet of firm/company last three years (Finance year 2019-20,2020-21,2021-22)	
11.	Experience in providing manpower services to Govt. Institutions (Polytechnics/Engg. Schools/Colleges since last three years.	
12.	Copy of Registered/ Branch/Project Office in the jurisdiction of Kandhamal at least functioning since last 2 years.	
13.	Self-attested copy of ISO Registration certificates.	
14.	The service provider have to submit the affidavit (on original stamp paper) with the following clauses: i. Our organization has not been black listed by any organization ii. Our organization does not have any legal suit/Criminal case pending against it for violation of any law. iii. Our Organization agrees to abide by all terms and condition of tender. iv. Not to sublet/associate/collaborate the work to third party agency.	
15.	Self attested copy of valid Private Security License certificate under Home Department/Affidavit.	
16.	Duly signed of all pages of tender documents as acceptance	