

DISTRICT EDUCATION OFFICE: DHENKANAL
BID DOCUMENTS
FOR SELECTION OF
MANPOWER SERVICE PROVIDER
FOR ENGAGEMENT OF CLASS-IV STAFF
IN ODISHA ADARSHA VIDYALAYAAS
OF DHENKANAL DISTRICT
UNDER
ODISHA ADARSHA VIDYALAYA SANGATHAN
FOR THE YEAR-2022-2023.

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IMPORTANT INFORMATION TO THE BIDDER

- a) Availability of tender document District website
www.dhenkanal.nic.in
- b) Date of Issue of tender Document From 11.10.2022 to
20.10.2022 (during office
hour)
- c) Date and time for submission of the
Tender documents by speed post/
Registered post. : Up to 1.00 PM of
26.10.2022
- d) Cost of tender paper : Rs. 1000/-
(in shape of DD/Banker's cheque drawn of District Education
Officer, Dhenkanal which will be annexed with the Technical Bid
towards purchase of Tender paper to be given separately in shape of
DO in favour of District Education Officer, Dhenkanal).
- e) Earnest Money Deposit : Rs. 7,272 /- for the bidder
Applying to be attached
with the Technical Bid
- f) Date, time and venue of opening of
(i) Technical Bid and
(ii) Financial Bids of eligible Tenders : 28.10.2022 at 12.30 pm
(iii) Venue : Office Chamber of the Collector,
Dhenkanal
- g) Likely date for commencement of
Deployment of required manpower : 15.11.2022

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Collector, Dhenkanal requires the services of reputed well established and financial sound Manpower Service Providers preferably of Dhenkanal District to provide services of 06 numbers of class-IV staff with HSC Pass qualification on outsourcing basis for day to day official work i.e. 06 numbers of staff (01 Office Peon, 02 Science Attendant and 03 Night watchman-cum- Sweeper) in each of the following 3 nos of Odisha Adarsha Vidyalays of Dhenkanal District.

Sl.No	Block	Name of the OAV
1	Gondia	Odisha Adarsha Vidyalaya, Biswanathpur
2	Odapada	Odisha Adarsha Vidyalaya, Ankarantipur
3	Bhuban	Odisha Adarsha Vidyalaya, Purusottampur

2. The contract of providing the aforesaid manpower is likely to commence from 15.11.2022 and would continue till 14.11.2023 . The period of the contract may be further extended beyond 03.07.2023 provided that the requirement of the Department/ Odisha Adarsha Vidyalaya Sangathan (OAVs) for manpower persists at that time or may be curtailed/ terminated before 14.11.2023 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider OR because of change in the Department's requirements. The Department however, reserves the right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. Collector, Dhenkanal has tentative requirement of 06 (Six) nos. of Class-IV staff i.e. 01. Office peons, 02 Science Attendants, 03 Night Watchman-cum-Sweeper. The total requirement may increase / decrease.
4. The estimated cost of the contract is Rs 7,27,200/- (Rupees Seven lakh Twenty Seven thousand Two hundred) only per year.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD of Rs. 7,272/- and other requisite addressed to the District Education Officer, Dhenkanal by registered post/ Speed Post only so as to reach in the District Education Office, Dhenkanal on or before 26.10.2022. Tender documents received after 26.10.2022 shall not be considered. Distrit Education Office, Dhenkanal is not responsible for any postal delay.

6. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing “ Technical Bid for providing Manpower Services” to OAVs, Dhenkanal & “ Financial Bid for Providing Manpower Services “ to OAVs, Dhenkanal. Both the sealed envelopes should be kept in another sealed envelope superscribing “ Tender for Providing Manpower Services to OAVs, Dhenkanal ”. The tender should be addressed to District Education Officer, Dhenkanal.
7. Earnest Money Deposit (EMD) of Rs. 7,272 /- (Rupees Seven thousand Two hundred Seventy Two) only (refundable without interest) must be submitted in form of Demand Draft / Bankers Cheque of any Nationalized Bank drawn in favour of **District Education Officer, Dhenkanal** .The successful Tender will have to deposit a Performance security deposit of 5% of the contract value only in form of Bank guarantee / Bank draft/ bankers cheque drawn infavour of District Education Officer, Dhenkanal taking in to account the contractual obligation of the manpower service provider.
8. The tendering Manpower Service Providers are required to enclose self- attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:
 - a) Registration certificate of the applicant’s organization.
 - b) Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Dhenkanal and should have been registered under OS& CE Act-1956.
 - c) Local Firm will be given priority.
 - d) Documentary proof of 03 years experiences in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
 - e) Copy of the bank pass book in the name of the organization along with bank statement containing transactions made during the last three year, i.e. 2019-20, 2020-21 & 2021-22 .
 - f) Copy of PAN /GIR card.
 - g) Copy of the It return filed for the last three financial year , i.e. 2019-20, 2020-21 & 2021-22 (i.e. Assessment Year2020-21,2021-22 and 2022-23).

- h) Copy of Service tax registration certificates (ST-02) & St-03 return as on 31.03.2022.
- i) Copies of EPF and ESI registration certificates.
- j) Copies of EPF electronic Challan Return (ECR) and remittance conformation slip for the month of December, 2021 & January, 2022
- k) Copy of ESI return as on March 2022 and e-challan of ESI for the month of December, 2021 & January ,2022 .
- l) Copy of valid Contract labour License (R & A) Act, 1970.
- m) Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 10 lakh for para-04 of the scope of work of the tender document) each in the financial Year (FY) 2018-19 , 2019-20 & 2020-21 .
- n) Money receipt towards purchase of tender paper directly from cash section, District Education Officer, Dhenkanal . DD/ bankers cheque amounting to Rs. 1,000/- cost of tender Documents downloaded from website towards purchase of Tender paper to be given separately in shape of DO in favour of District education officer, Dhenkanal.
- o) Tender Documents duly signed and sealed by the authorised person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.
- p) EMD as mentioned in Para -07 of the scope of work of the tender document in shape of Demand draft /Bankers cheque.
- q) An Affidavit mention that he/ she / firm / Company /HUF is not black-listed by any Govt. organizational undertaking or that no criminal of vigilance case is pending.
- r) If it is detected that a bidder is having any negative or unsatisfactory record in providing services to any Government / Private organization, then the bidder shall be disqualified on that ground.

The Bidders who meet the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

9. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
10. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is sufficient, 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.
11. The Technical bids shall be opened on the scheduled date and time at 12.30 PM on 28.10.2022 in Office Chamber of the Collector, Dhenkanal in presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The Financial Bid of only those tenders will be opened whose technical bids are found in order.
13. The Collector, Dhenkanal reserves the right to annul all or any of the bids without assigning any reasons thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING
MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specification.
 - a. They should have been registered with the appropriate registration authority;
 - b. The registered office or one of the branch offices of the manpower service providers be located within the jurisdiction of the user Department/Office and must be registered under OS&CE Act-1956.
 - c. They should have at least three years' experience in providing manpower to State Government/Central Government Departments / PSU on similar work.
 - d. They should have their own Bank Account.
 - e. They should be registered with Income Tax and filed IT - Return for FY 2018-19, 2019-20 & 2020-21.
 - f. They should be registered with Service Tax Department and obtained ST-3 Return up to 31/03/2021.
 - g. They should be registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to January, 2022.
 - h. They should be registered with appropriate authorities under Employees State Insurance Acts and obtained return up to March 2021 and e-challan on ESI up to January, 2022.
 - i. They should have obtained valid contract Labour License [R & A] Act, 1970, any other regulatory clearance that may be required for providing manpower.
 - j. They should have minimum annual turnover of 10 lakhs each in the FY 2019-20, 2020-21 & 2021-22.
 - k. An Affidavit mentioning that he/she /firm/Company/HUF is not blacklisted by any Govt. organization/ undertaking or that no criminal or vigilance case is pending.
 - l. If it is detected that a bidder is having any negative or unsatisfactory record in providing services to any Government Private organisation then the bidder shall be disqualified on that ground.

**QUALIFICATION OF MANPOWER TO BE DEPLOYED BY THE
SUCESSFUL MANPOWER SERVICE PROVIDER AT OAVs,DHENKANAL**

1. She/ He should be above 21 years of age and must not exceeding 50 years as on 30.09.2022. He/ She must be able bodied both physically and mentally to discharge the duty.
2. Minimum Educational Qualification for Class-IV post is :- Passed H.S.C Examination.

APPLICATION –TECHNICAL BID

For Providing Manpower Services, OAVs, Dhenkanal

1. Name of Tendering Manpower Service provider: _____
2. Details of earnest Money Deposit: DO 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 filed office(s) : _____
7. Banker of Manpower Services 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. (Attach attested copy): _____
10. E.P.F Registration No. (Attach attested copy): _____
11. E.S.I registration No.(Attach attested copy): _____
12. Financial Turn Over of the tendering Manpower Service Provider for the
below mentioned Financial Years on Similar contract:-

Financial Year	Amount (in lakh)	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 i.e. 2019-20, 2020-21 & 2021-22 in the following format.

(if the space provided is insufficient , a Separate Sheet may be attached)

Sl.No	Name of Client address, Telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. in lakh)	Duration of Contract	
		Type of manpower provided	No		Form	To

15. Additional information, if any (Attach Separate Sheet, if required):

Date :-

Place:-

Signature of Authorized Person

Name :

Seal

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.

Date :-

Place:-

Signature of Authorized Person

Name :

Seal

APPLICATION – FINANCIAL BID

For providing manpower Service, OAVs, Dhenkanal

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 Employee (in Rupee)						
		Remuneration	Employer share of EPF @ 13%	Employer share of ESI @ 3.25%	Other statutory dues, if any	Service charge	Service Tax (GST 18%)	Total per person
	Class-IV Post	10100	1313	328			2114	

Minimum take home remuneration per person should be Rs. 8812 for Class-IV post

Date :-

Place:-

Signature of Authorized Person

Name :

Seal

[*]Remuneration, mentioned above, include the EPF & ESI Share of employee.

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. 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.
3. Tender of the Bidder quoted mentioned above will be rejected.
4. As District Office is to deduct TDS (IT) @ 2% of the gross billed amount, the service charges quoted should not be less than 2% of the gross amount. Bid of the Bider quoting less than 2% of the gross amount as service charges will be rejected. Further service charges must be quoted in three digits after decimal point.
5. EPF, ESI, Service tax is to be calculated as per existing rules. Evaluation/ Selection Committee of OAVs, Dhenkanal. is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF,ESI, Service tax rate while determining the lowest-O1 (L1) bidder. In this regard the decision of Collector, Dhenkanal is final and binding to all the bidder.

TERMS CONDITIONS

GENERAL

1. The Agreement shall commence from 15.11.2022 and shall continue till 14.11.2023 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 of OAVs, Dhenkanal.
2. The Agreement shall automatically expire on 14.11.2023 unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, 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 state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the manpower service provider.
7. The person deployed shall be required to report for work at 10.00 AM and may also require to work beyond 5.00 PM for which he/she 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.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of OAVS/ DEO, Dhenkanal so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deploy in OAVs, Dhenkanal shall be that of the manpower service provider and the OAVs, concerned/ DEO, Dhenkanal/ OAVS 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 evidences as may be required by the OAVS/ DEO, Dhenkanal.

10. The payment of remuneration to the manpower has to be through transfer credit to the Accounts of the service provider. No cash payment can be made to them.
11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the OAVS/ DEO, Dhenkanal.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The OAVS/ DEO, Dhenkanal/ Principal concerned OAV shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the District Education Officer, Dhenkanal and authorized representative of the manpower service provider.
13. The OAVS/ DEO, Dhenkanal / Principal concerned OAV 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 of termination of this Agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
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 certificate 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.

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 contributions towards provident fund and employees' state insurance, whatever applicable.
19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
20. The person 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 concerned OAV/ OAVS. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

21. The person 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 application 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 OAVs, Dhenkanal. The OAVs, concerned/ DEO, Dhenkanal / OAVS shall have no liabilities 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, Dhenkanal to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the OAVs, Dhenkanal.
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 OAVs, Dhenkanal or any other authority under law.
25. The tax deduction at source (TDS) shall be done as per the provision of the income tax act/rule, as amended time to time and certificate to this effect shall be provided by the Office concerned. *Note: Registration / License under the Contract Labour (Regularisation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

26. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the he OAVs, concerned/ DEO, Dhenkanal / OAVS, Dhenkanal is put to any loss/obligation, monetary or otherwise, the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
27. The Agreement is liable to terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non- payment of statutory dues. The OAVs, concerned/ DEO, Dhenkanal / OAVS will have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the OAVs, Dhenkanal concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

FINANCIAL

28. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, as mentioned in para-07 of the Scope of work and general instructions to the bidders in the form of demand draft drawn in any Nationalized Bank in favour of District Education Officer, Dhenkanal .The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of place in the order, the EMD shall stand forfeited without giving any further notice.
29. The successful Tenderer will have to deposit a Performance security deposit of 5% of the contract value only in form of Bank guarantee /Bank draft/Bankers cheque drawn in favour of District Education Officer, Dhenkanal. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by successful tenderers. In case of renewal, the amount of performance security deposit is to be determined by the DEO, Dhenkanal taking in to account the contractual obligation of the manpower service provider.
30. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.

31. The manpower service provider will be responsible for payment of wages / remuneration/ salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in triplicate). There after it shall be reimbursed by concerned OAVs, Dhenkanal / DEO, Dhenkanal after verification.
32. The claim in bills regarding employees -state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the District Education Officer, Dhenkanal.
33. 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 manpower Service provider shall be deducted from its monthly bills in the succeeding month.
34. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
35. 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/her decision and the same shall be binding on all parties.
36. All disputes shall be under the jurisdiction of the court at the place where the headquarters of Authority who has executed the agreement, is located i.e. Dhenkanal.
37. The successful bidder will enter into an agreement with District Education Officer, Dhenkanal for supply of suitable and qualified manpower as per requirement of OAVs, Dhenkanal on the above terms and condition.

SELF ATTESTED DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in the jurisdiction i.e. Dhenkanal.
3. Documentary proof of 03 years experience in providing manpower service to State Government/Central Government Departments/PSU on similar work.
4. Copy of the bank pass book in the name of the organization along with bank statement containing transactions made during the last three year 2019-20, 2020-21& 2021-22.
5. Copy of PAN /GIR card.
6. Copy of the IT return filed for the last three financial year, i.e., 2019-20, 2020-21 & 2021-22 .(i.e. Assessment Year 2020-21 , 2021-22 & 2022-23).
7. Copy of Service Tax registration certificate (ST-02) & ST-03 return as on 31/03/2022.
8. Copies of EPF and ESI registration certificates.
9. Copies of EPF Electronic Chai lan Return (ECR) and remittance conformation slip for the month of December, 2021 & January, 2022.
10. Copy of ESI return as on March 2021 and e-challan of ES I for the month of December, 2021 & January, 2022.
11. Copy of valid Contract labour License (R & A) Act,1970.
12. Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) for Rs. 10 lakh in the Financial Year (FY) 2018-19 , 2019-20 & 2020-21.
13. EMD as mentioned in para-07 of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
14. Money receipt towards purchase of tender paper directly from District Education Office, Dhenkanal. DD/Bankers cheque amounting to Rs. 1000/- in case of Tender Document down loaded from web site along with GST of 18% amounting to RS.180/- (One hundred Eighty only) towards purchase of Tender Paper to be given separately in shape of DD in favour of District Education Officer, Dhenkanal.
15. Tender Document duly signed and sealed by the authorised person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

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

1. List of Manpower twice the actual requirement by agency for deployment in OAVs, Dhenkanal will be submitted in District Education Office, Dhenkanal containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This agreement on made on this _____ day of between the District Education Officer, Dhenkanal represented by, herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part.

And

M/S represented by Sri _____
Herein after called the "Manpower Service Provider" which expression shall where the context so requires or admits also include its successors or assignees of the other part.

Whereas, the " Authority " desire that the service of _____
are required in _____ (OAVs, Dhenkanal) Department / office.

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

And whereas the "Authority" has finalized the arte 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 office) in conformity with the provisions of the terms 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 & 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 manpower
service provider and

Signature of the officer authority
officer acting in the premises for
on behalf of, Collector-cum-Chairman

In the presence of witness

Witness

1. Name
Address
2. Name
Adress.....

Witness

1. Name
Adress.....
2. Name
Adress.....

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 requirement.
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 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 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 Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at a 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 breach of terms of agreement making it liable for legal action besides termination of 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 at OAVs, Dhenkanal and may also be required to work beyond 5.00 PM for which he/she 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.
8. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration 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 OAVs, Dhenkanal so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployment in the OAVs, Dhenkanal shall be that of the manpower service provider and the OAVs, Dhenkanal 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 evidences as may be required by the OAVs, Dhenkanal.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.

12. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the District Education Office, Dhenkanal.
13. The manpower service provider shall be solely responsible for the redressal of grievances- or resolution of disputes relating to person deployed. The District Education Officer shall, in no way be responsible for settlement of such issues whatsoever. \n case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of Collector, Dhenkanal concerned and authorize representative of the manpower service provider.
14. OAVs, Dhenkanal 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 in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
18. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident fund authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate 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 of 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, whatever applicable.
20. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the

- image of the Principal, OAVs, Dhenkanal. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
22. The person 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 application 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 OAVs, Dhenkanal shall have no liabilities 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 OAVs, Dhenkanal, concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the 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 OAVs, Dhenkanal or office concerned or any other authority under law .
 26. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the office concerned.
 27. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the OAVs, Dhenkanal or the office concerned is put to any loss/obligation, monetary or otherwise, OAVs, Dhenkanal will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
 28. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non- payment of statutory dues. OAVs, Dhenkanal or office concerned will have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the OAVs, Dhenkanal or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.
 29. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
 30. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month

the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in triplicate). There after it shall be reimbursed by OAVs, Dhenkanal after verification.

31. The claim in bills regarding Employees State Insurance, Provident Fund & Service Tax, etc. should 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 OAVs, Dhenkanal 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 manpower service provider shall be deducted from its monthly bills in the succeeding month.
33. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
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 refer to the next higher authority for 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, who has executed the agreement, is located.