

DISTRICT EDUCATION OFFICE, NAYAGARH

No. 7986 /Date- 22.11.2021

e-mail: deonayagarh24@yahoo.com

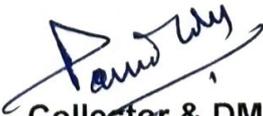
TENDER CALL NOTICE FOR AWARD OF CONTRACT FOR PROVIDING OF SERVICES OF CLASS-IV (Multitasking) STAFF TO OAVs, Nayagarh District

Sealed tender in prescribed format under two bid systems are invited from the intending registered MANPOWER SUPPLY AGENCIES/SERVICE PROVIDERS to provide the services of 03. nos. of Class-IV (Multitasking) Staff (Science Attendant, Office Peon, Night Watchman-cum-Sweeper) for OAVs Nayagarh District. The Tender Document containing the detailed information/terms & conditions for outsourcing the service of aforesaid posts can be obtained by downloading from the Nayagarh District website www.nayagarh.nic.in. The cost of tender paper is Rs. 1,000/- which is to be deposited in shape of D.D in favour of District Education Officer, Nayagarh and to be enclosed in the technical bid of the tender. Last date and time for receipt of tender paper 15.12.2021 Up to 2 PM P.M and will be opened on the same day at 03 P.M. in the Collectorate, Nayagarh. The quotations must be sent through Registered Post/Speed Post only addressed to District Education Officer, Nayagarh, Dist-Nayagarh. Sending of quotations through couriers or by hand is not allowed. This office will not be responsible for any postal delay. The tender paper should be submitted in sealed cover super scribing as "TENDER FOR SUPPLY OF MANPOWER (Class-IV (Multitasking) Staff) TO OAVs IN NAYAGARH DISTRICT. The tender received beyond the date & time shall not be taken into consideration.

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Memo No. 7987 /Date- 22.11.2021

Copy to the District Information Officer, NIC, Nayagarh for information and with an instruction to make it available along with tender documents in the District Website:- www.nayagarh.nic.in.


Collector & DM, Nayagarh

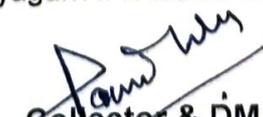
Memo No. 7988 /Date- 22.11.2021

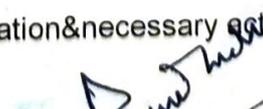
Copy to the Notice Board of the Collector, Nayagarh / DEO, Nayagarh /All BEOs of this District/ Principal, OAVs, Nayagarh for information & wide publicity.


Collector & DM, Nayagarh

Memo No. 7989 /Date- 22.11.2021

Copy submitted to the SPD, OAVS, Odisha, BBSR for kind information & necessary action.


Collector & DM, Nayagarh


Collector & DM, Nayagarh

**DISTRICT EDUCATION OFFICE
NAYAGARH**

**TENDER DOCUMENT
(TECHNICAL AND FINANCIAL)
FOR HIRING OF REGISTERED
MANPOWER SUPPLY
AGENCIES/SERVICE
PROVIDERS FOR ENGAGEMENT
OF CLASS-IV(MULTITASKING)
EMPLOYEESON OUTSOURCING
BASIS AT OAVs
OF NAYAGARH DISTRICT**

F.Y: 2021-22

TENDER DOCUMENT

Page 1 of 20


District Education Officer
Nayagarh

For providing services of 18 nos. of Class-IV(multitasking) staff (Science Attendant, Office Peon, Night Watchman-cum- Sweeper) for OAVs in Nayagarh District by Private Manpower Service Provider

- (a) Availability of tender document : Website of Nayagarh District- <https://nayagarh.nic.in/>
(b) Date and time for submission of Tender Document : By 15.12.2021 upto 2.00p.m. by Speed Post /Regd.Post Document
(c) Date and time and venue for opening of
(i) Technical Bids : On 15.12.2021 at 3.30p.m.
(ii) Financial Bids of eligible Bidders : As per the decision of the Tender committee
(d) Cost of Tender Paper : Rs.1000/- (Rupees One Thousand only)
Venue: Collectorate, Nayagarh
(e) Likely date for commencement of Deployment of required manpower : From 1st Jan, 2022

Content of Tender Documents

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SCOPE OF WORK AND GENERAL INSRUCTIONS FOR BIDDERS

1. The District EducationOffice, Nayagarh requires the service of reputed, well established and financially sound Manpower Service Provider to provide services of class-IV staff for Odisha AdarshaVidyalayas of Nayagarh District on outsourcing basis for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from 01.01.2022 and would continue till 31.12.2022. The period of the contract may be further extended beyond 31.12.2022 provided that the requirement of the District Education Office, Nayagarh for manpower persists at that time or may be curtailed/ terminated before 31.12.2022 owing to deficiency in service or substandard quality of manpower engaged by the selected service provider OR because of change in the DEO, Nayagarh requirements. However the Collector, Nayagarh reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The cost of tender paper is Rs. 1000/- (Rupees One Thousand only) which is to be deposited along with the tender papers in shape of bank draft drawn in favour of District Education Officer, Nayagarh payable at Nayagarh.
4. The tentative requirement is 18nos. Class –IV(multitasking) employees for OAVs in Nayagarh District which may increase / decrease.
5. The estimated cost of the contract is Rs. 16,20,000/- (Rupees Sixteen lakh twenty thousand only) for the above period.
6. The maximum gross remuneration is Rs.9,000/- per manpower per month including EPF, ESI, Service Charge, GST and other statutory charges.
7. The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 15.12.2021 upto 2.00 p.m. at District Education Office, Nayagarh through registered post/speed post only.

The various crucial dates to the tender for providing manpower Services by private manpower service providers" are indicate here under:

- | | |
|--|---|
| A) Date and time for submission of Tender Document | :By 15.12.2022 upto 2.00p.m. |
| B) Date and time and venue for opening of | |
| (i) Technical Bids | : on 15.12.2022 at 3.30 p.m. |
| (ii) Financial Bids of eligible Bidders | : As per the decision of the Tender committee |

VENUE: Collectorate, Nayagarh

- C) Likely date for commencement of deployment of required manpower: From 1stJanuary-2022.


District Education Officer
Nayagarh

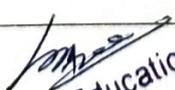
8. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to OAVs of Nayagarh District" and "Financial Bid for providing Manpower Services to OAVs of Nayagarh District". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for providing Manpower Services to OAVs of Nayagarh District."

9. The Earnest Money Deposit (EMD) of Rs. 4,500/- (Rupees Four thousand Five hundred only), refundable (without interest) should accompany with the Technical bid of the service provider in the form of Demand Draft drawn in favour of District Education Officer, Nayagarh failing which the tender shall be rejected summarily.

10. The successful tenderer will have to deposit a security deposit of Rs. 135000/- (Rupees One Lakh thirty five thousand only) in form of Bank Guarantee from any Nationalized Bank in favour of District Education Officer, Nayagarh covering the period of contract. The EMD money will be adjusted against the security deposit money of the successful bidder. In case the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenderer.

11. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (self-attested by Gazetted Officer of the Central / State 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's organization.
- b) Documentary proof of the registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the Nayagarh district duly registered under appropriate authorities i.e Municipality/DIC/Service Tax/DLO.
- c) Certified copy of bank statement in the name of the organization containing transactions made during the last three years i.e.2018-19, 2019-20 & 2020-21.
- d) Documentary proof of at least three years' experience in providing manpower service to State/Central Government Departments / PSUs / Banks or similar work etc.
- e) Copy of valid labour license (R &A) Act 1970.
- f) Copy of PAN / GIR card and GST (No.) registration certificate.
- g) Copy of the IT return filed for the last three financial years i.e.2018-19, 2019-20, 2020-21 (i.e Assessment year 2019-20, 2020-21,2021-22)
- h) Copies of EPF and ESI registration certificates.
- i) Copy of the Service Tax registration certificate(ST-02) & ST-03 return as on 31.03.2021
- j) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of August 2021 & September 2021.
- k) The bidder must be registered under PAN, EPF, ESI, GST authority.
- l) Copy of Labour license / registered under the Contract Labour Regulator Act – 1970.


District Education Officer
Nayagarh

- m) Copies of ESI return as on August 2021 and e-challan of ESI for the month of September 2021 & August 2021..
- n) Copy of audited statements of accounts for the last three years (Balance sheet, profit & Loss A/C etc) i.e.2018-19, 2019-20, 2020-21showing minimum annual turnover Rs. 10 lakhs duly certified by Chartered Accountant firm.
- o) Copy of single contract on similar work worth Rs. 10.00 Lakhs per annum in Financial Year 2017-18, 2018-19, 2019-20& 2020-21.
- p) EMD RS.4,500/- in shape of DD in favour of DEO, Nayagarh.
- q) DD of Rs.1000/- towards the cost of tender paper.
- r) Solvency Certificate issued by appropriate authority not less than 1 crore.
- s) An affidavit mentioning that he/she/firm is not black listed by any Govt. organization/undertaking or that no criminal or vigilance case is pending / Solvency 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 up clearly. If the space furnishing information is insufficient, a separate sheet duly signed by the authorized signature may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However the cuttings if any found in the Technical Bid, Application must be initialed by the person authorized to sign the tender bids.

14. The Technical Bid shall be opened on the scheduled date and time at 3.30 p.m. on 15.12.2022 in the Collectorate, Nayagarh in the presence of the Manpower Service providers, if any, who wish to be present on the spot at that time.

15. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened as per the decision of the tender committee. Financial Bid of the technically disqualified bidders shall not be opened.

16. Tender documents duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the bid.

17. The Collector, Nayagarh /DEO, Nayagarh reserves the right to annul all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering manpower service providers should fulfill the following technical specifications.

- a) The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the Nayagarh district duly registered under appropriate authorities i.e Municipality/DIC/Service Tax/DLO.
- b) They should be registered with the appropriate registration authority.
- c) They should have at least five years' experience in providing manpower to State/Central Government Departments / PSUs / Banks or similar work etc.
- d) Copy of single contract on similar work worth Rs. 10.00 Lakhs per annum in Financial Year 2018-19, 2019-20& 2020-21.
- e) They should have their own Bank Account and Certified copy of bank statement in the name of the organization containing transactions made during the last three years i.e. 2018-19, 2019-20& 2020-21.
- f) They should be registered with income Tax and Service Tax Department.
- g) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts and obtained e-challan upto November-2018.
- h) They should have obtained valid contract labour license (R & A) Act, 1970 any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- i) Copy of audited statements of accounts for the last three years (Balance sheet, profit & Loss A/C etc) i.e. 2018-19, 2019-20& 2020-21 showing minimum annual turnover Rs. 10 lakhs duly certified by Chartered Accountant firm.
- j) DD of Rs.1000/- towards the cost of tender paper.
- k) EMD RS.4, 500/- in shape of DD in favour of DEO, Nayagarh.
- l) Security deposit of Rs. 16,20,000 /- in form of Bank Guarantee from any Nationalized Bank in favour of District Education Officer, Nayagarh after finalization of bidder / successful tender.
- m) They should have PAN / GIR card and GST (No.) registration certificate.
- n) They should have filed IT return for the last three financial years i.e. 2018-19, 2019-20& 2020-21 (i.e Assessment year 2019-20, 2020-21, 2021-22).
- o) They should have Service Tax registration certificate (ST-02) & ST-03 return as on 31.03.2020.
- p) An affidavit mentioning that he/she/firm is not black listed by any Govt. organization/undertaking or that no criminal or vigilance case is pending.
- q) Any other information as mentioned in the term and conditions.
- r) Solvency certificate not less than 1 Crore.
- s) The service charges be with reasonable rate.
- t) The bidder must be registered under Private Security Agencies (Regulation and Abolition) Act, 2005 and Odisha Private Security Agencies Rules 2009.

TECHNICAL REQUIREMENT AND OTHER DETAILS FOR MANPOWER {CLASS-IV (MULTITASKING) STAFF}
TO BE APPOINTED ON OUTSOURCED BASIS BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN
THE OAVs OF NAYAGARH DISTRICT

1. She/ He should be above 18 years of age and not exceeding 50 years as on 01.01.2021.
2. The candidate must have passed HSC examination.
3. He /she must be able bodied both in physically and mentally to discharge the duty.
4. Preference will be given, candidate having 01 year experience in the related field.

APPLICATION FOR TECHNICAL BID

For providing Manpower Service to OAVS of Nayagarh District

1. Name of Tendering Manpower Service Provider:
2. Details of Earnest Money Deposit: DD No. Date
of Rs. 4,500/- 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 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 & GST Registration No. (Attach attested copy) :


**District Education Officer
Nayagarh**

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 three Financial Years.(Audited State mentto be attached).

Financial Year	Amount (in Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient).
14. Give details of the similar contracts handled by the tendering manpower Service Provider during the last three year in the following format.

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

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

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

Date :

Signature of Authorized Person

Place :

DECLARATION

1. I,Son/ Daughter/ Wife of

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.

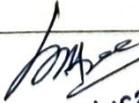
Date :

Place :

Signature of Tenderer / Authorized Person

Name :

Seal :


District Education Officer
Nayagarh

APPLICATION FOR FINANCIAL BID

For Providing Manpower Services to OAVs Nayagarh District

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.	No. & Type of Manpower	Monthly Rate per person						Total per Person (Gross)
		Base Remuneration @ each	Employer's contribution to EPF	Employer's contribution to ESI	Other Statuary dues, if any	Service Charge	GST (SGST+CGST)	
1	____ nos.- Class-IV (multitasking) Staff (Science Attendant, Office Peon, Night watchman cum sweeper)	8070						

N.B: The Bidder has to quote the rate as per rate of remuneration mentioned in the above table.

Signature of Authorized Person

Date:

Name:

Place:

Seal:

N B:- The maximum gross remuneration manpower per month with include EPF, ESI, Service Charge, GST and other statutory dues. (May be changed as per the instruction of higher authority)

Notes:

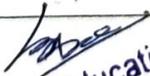
1. The total rates quoted by the tendering agency should be inclusive of all statutory taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. The service charge quoted by the Manpower Agency/Provider should not be NIL which shall be out rightly rejected.
4. Tender of the bidder quoted less remuneration than the remuneration mentioned above shall be rejected.
5. EPF, ESI & GST as applicable is to be calculated as per existing rules of Govt. and this office is authorized to make corrections in case of wrong calculations made by the bidder in respect of EPF, ESI & GST rate while determining the lowest one (L-1) bidder. In this regard, the decision of the Collector, Nayagarh shall be final and binding to all the bidders.
6. The remuneration along with statutory dues as per norm cited above for each employee in the financial bid of Bid document may vary subject to the instructions of the Collector, Nayagarh from time to time.


District Education Officer
Nayagarh

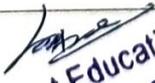
TERMS AND CONDITIONS OF THE AGREEMENT

General:

1. The agreement between the Manpower Service Provider and the DEO, Nayagarh is for providing eligible willing persons who will be engaged against Class-IV post (Science Attendant, Office Peon, Night watchman- cum- Sweeper) in Odisha Adarsha Vidyalayas of Nayagarh District on outsourcing basis.
2. The qualification for the post for Class-IV (multitasking) is that he/she must have passed HSC examination. He/she must not below 18 years of age and not more than 50 years as on date 01.01.2021. He /she must be able bodied both in physically and mentally to discharge the duty. Preference will be given to candidate having 01year experience in related field.
3. The agreement is likely to commence from **01.01.2022** and shall continue till **31.12.2022** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower engaged, breach of contract etc or change in requirements.
4. The agreement shall automatically **expire on 31.12.2022** unless extended further by the mutual consent of the manpower Service Provider and the authority.
5. The agreement may be extended, on the same terms and condition or with some additions/ deletion/ modification, for a further specific period mutually agreed upon by the manpower service provider and the authority.
6. 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.
7. The manpower service provider will be bound by the details furnished by it to the authority. In case any of such documents furnished by it is found to false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of the agreement.
8. The authority reserves the right to terminate the agreement during initial period also after giving 15 days' notice to the manpower service provider.
9. The person engaged shall be required to report for duty at Odisha Adarsha Vidyalaya allotted by DEO, Nayagarh may also require to work beyond 5.00 PM for which he/she would not be paid any extra remuneration. In case the persons engaged remain absent on a particular day or comes late/ leave early on three occasions, proportionate deduction from the remuneration for day will be made.
10. The entire financial liability in respect of manpower service engaged in the Odisha Adarsha Vidyalaya shall be that of the manpower service provider and the DEO or OAV concerned will in no way be liable. It will be the responsibility of the manpower service provider to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the District Education Office.


District Education Officer
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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 purpose, the manpower service provider shall be "employer" within the meaning of different rules and acts in respects of manpower so deployed. The person engaged by the manpower service shall not have any claim whatsoever like employer and employee relationship against the District Education Office, Nayagarh.
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 Office shall in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the engaged person can place their grievance before a joint committee consisting of a representative of District Education Officer and authorized representative of the manpower service provider.
14. The Collector, Nayagarh/ DEO, Nayagarh & Principal of OAVs shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of tier performing the functions/duties, or for payment towards any compensation.
15. The persons engaged by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement in its expiry or otherwise the persons engaged 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 engaged shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
18. The manpower service provider must be registered with the concerned Govt. authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost.
19. If the employee is found late to arrival to office or early departure, one day leave will be deducted for 3 days late arrival or early departure. For continuous late arrival / early departure for 5 days, it will be treated as negligence in duties & he / she may be replaced by the service provider for irregular attendance / negligencies in duties. All notices to the employees be issued by the service provider.

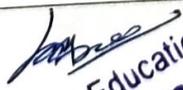

District Education Officer
Nayagarh

20. The Manpower Service Providers shall provide a substitute well in advance if there occurs any probability of the person leaving the Job due to his/her own personal reasons. The payment in respect of the over-lapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards Provident Funds and Employees State Insurance, wherever applicable.
21. The person engaged by the Manpower Service provider should have good police records and no criminal case should be pending against them.
22. The person engaged should be polite, cordial and efficient while handling the assigned work. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
23. The selected bidder may provide other suitable and qualified personnels like Data Entry Operators, other Class-IV employees and other personnels as required by this office / sub-ordinate offices or any other institutions under the administrative control of the undersigned/ District Education Office, Nayagarh with the terms & conditions mentioned herein.

LEGAL

24. The person deployed shall during the course of their work by privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
25. The Manpower Service Provider shall be responsible for compliance of all statutory provision relating to minimum wages payable to different type of the workers in respect of the persons deployed by it in the Odisha Adarsha Vidyalaya. The DEO or OAV shall have no liability in this regard.
26. The Manpower Service Provider shall be liable for depositing for all taxes levies, cess etc. on account of service rendered by it to the Odisha Adarsha Vidyalaya to the concerned tax collection authority from time to time as per the rules and regulation in the matters. Attested Xerox copies of such documents shall be furnished.
27. 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 or office concerned or any authority under law.
28. The Tax Deduction at Source (TDS) shall be done as per the provisions of income tax Act / Rules as amended from time to time and a certificate to this effect shall be provided by the department or office concerned.

*NOTE: - Registration / License under the Contract Labor (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider.


District Education Officer
Nayagarh

29. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof the District Education Office or the office concerned is to put to any loss / obligation, monetary or otherwise, District Education Office 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 to the loss or obligation in monetary terms.

30. The Agreement is liable to be 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 District Education Office 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 District Education Office or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

FINANCIAL

31. The Manpower Service Provider shall have to deposit a Security Deposit amounting of Rs. 16,20,000/- (Rupees Sixteen lakh twenty thousand only) (one month employees cost including statutory dues) in the form of TDR/FDR made in the name of agency of any nationalized Bank pledged in favour of District Education Officer, Nayagarh covering the period of contract. In case the contract is further extended beyond initial period the TDR/FDR will have to be accordingly renewed by the manpower Service Provider.
32. The service Provider will pay the remuneration of concerned employees every month on the basis of absentee statement furnished by OAV which should be submitted within last week of every month. After getting absentee statement, the bill will be submitted to the Principal, OAV which will be reimbursed by the Principal, OAV / OAV authorities during the same month / within 7 days. The payment will be made to the engaged person in OAV through e-transfer by 1st week of each month.
33. The Manpower Service Provider shall have to the security deposit of the contract value only in form of Bank guarantee from only Nationalized Bank in favour of District Education Officer, Nayagarh payable at Nayagarh covering the period of contact. In case the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenderers. The amount of performance security deposit is to be determined by the District Education Officer, Nayagarh taking in to account the contractual obligation of the manpower service provider.
34. 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.
35. The claim in bills regarding employees state insurance, provident fund, GST, etc should be necessarily accompanied with documentary pertaining to the concerned bill of the month. A requisite portion of the bill amount shall be held up till such proof furnished, at the discretion of the OAV/District Education Office.


District Education Officer
Nayagarh

36. The remuneration of the person engaged by the service provider may be enhanced time to time as per Govt. rule.
37. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any in providing a suitable substitute for the period beyond working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding months.
38. The authority reserve right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
39. In the event of any dispute arising in respect of the clause of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his/her decision and the same shall be binding on parties.
40. All disputes shall be under the jurisdiction of the court at the place where the Headquarter of the Authority District Education Officer, Nayagarh who has executed the agreement is located.
41. The work is to be carried on with due diligence and in accordance with the instructions to be issued from time to time by the School & Mass Education Department, Odisha, Bhubaneswar/ OAVS/ Collector, Nayagarh / District Education Officer, Nayagarh.
42. The authority may terminate the contractor concerned for violation of terms of agreement or for any other reason to be recorded in writing.
43. The agreement may be terminated for violation of terms and conditions as laid down in the agreement. The Collector, Nayagarh shall be the appellate authority for adjudication of any dispute.
44. In case of any ambiguity raised by the tenderer which is not in the tender paper, the Collector, Nayagarh is the final authority and his decision will be final.
45. The Collector, Nayagarh reserves the right to negotiate with the tenderer regarding finalization of the rate.
46. The undersigned reserves the right to reject/cancel any or all the tenders/withdraw the process without assigning any reason thereof.
47. The selected bidder may be provided other suitable and qualified personnellike Data Entry Operators, Class-IV employees and other personnels as required by this office/sub-ordinate offices or any other institutions under the administrative control of the undersigned with the terms & conditions mentioned herein.
48. The selected/successful bidder will make an agreement with District Education Officer, Nayagarh for supply of suitable and qualified Manpower as per requirement of OAVs of Nayagarh District on the above terms and conditions.

Paw...
Collector & DM, Nayagarh

ENDORSEMENT BY THE TENDERER

I hereby certify that I have read and fully understood the detail tender notice along with the terms and conditions mentioned above and agree to abide by the same.

Signature of the Tenderer

DOCUMENTS TO BE FURNISHED WITH THE TECHNICAL BID

The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the Central / State 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's organization.
- b) The registered office or one of the branch offices of the manpower service providers should be locate within the jurisdiction of the Nayagarh district duly registered under appropriate authorities i.e Municipality/DIC/Service Tax/DLO.
- c) Certified copy of bank statement in the name of the organization containing transactions made during the last three years i.e. 2018-19, 2019-20, 2020-21.
- d) Documentary proof of at least three years' experience in providing manpower service to State/Central Government Departments / PSUs / Banks or similar work etc.
- e) Copy of valid labour license (R &A) Act 1970.
- f) Copy of PAN / GIR card and GST (No.) registration certificate.
- g) Copy of the IT return filed for the last three financial years i.e.2018-19, 2019-20, 2020-21 (i.e Assessment year 2019-20, 2020-21, 2021-22)
- h) Copies of EPF and ESI registration certificates.
- i) Copy of the Service Tax registration certificate(ST-02) & ST-03 return as on 31.03.20
- j) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of January-2021&February-2021.
- k) Copies of ESI return as on February-2021 and e-challan of ESI for the month of January-2021&Februaary-2021.
- l) Copy of audited statements of accounts for the last three years (Balance sheet, profit & Loss A/C etc) i.e. 2018-19, 2019-20, 2020-21 showing minimum annual turnover Rs. 10 lakhs duly certified by Chartered Accountant firm.
- m) Copy of single contract on similar work worth Rs. 10.00Lakhs per annum for the F.Y 2017-18, 2018-19, & 2019-20.
- n) EMD RS.4, 500/- in shape of DD in favour of DEO, Nayagarh.
- o) Security deposit of Rs. 16,20,000/- in form of Bank Guarantee from any Nationalized Bank in favour of District Education Officer, Nayagarh after finalization of the bidder.
- p) DD of Rs.1000/- towards the cost of tender paper.
- q) An affidavit mentioning that he/she/firm is not black listed by any Govt. organization/undertaking or that no criminal or vigilance case is pending.
- r) Solvency Certificate from appropriate authority not be less than 1 crore.


District Education Officer
Nayagarh

AGREEMENT

This Agreement is made on this Day of between the Collector, Nayagarh here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

And

M/s.represented by Sri here- in- after called the "Manpower service provider" which expression shall, where the context so requires or admits, also includes its successors of assigns of the other part.

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

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

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

Now this agreement witnesses as below :

1. That the annexure containing the terms and conditions shall be deemed to form and to be reads and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "....." in the (name of the department / office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to


**District Education Officer
Nayagarh**

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

Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority
And Officer acting the premises

In the presence of witness

Witness

Witness

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


District Education Officer
Nayagarh

