

## **DISTRICT EDUCATION OFFICE: KEONJHAR**

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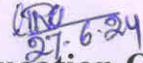
No. **6939** / Date. **27.06.2024**

### **Open Tender Call Notice**

Sealed tender are invited from reputed manpower agencies/service providers to reengage the services of Peon/Sc. Lab Attendant/Night-watchman-cum-Sweeper to 09 Odisha Adarsha Vidyalaya of Keonjhar District for a period of one year through a suitable placement agency on contract basis for day to day official work.

The detail information for outsourcing the service of aforesaid post has been given in the Tender Documents which may be downloaded from the website **<https://kendujhar.odisha.gov.in>**. The last date & time for submission of Tender Documents is 15.07.2024 by 3.00PM by Regd. Post/Speed Post only.

By order of the Collector & District Magistrate, Keonjhar

  
**District Education Officer**  
**Keonjhar**

OFFICE OF THE DISTRICT EDUCATION OFFICER,  
KEONJHAR

# **TENDER DOCUMENTS**

**FOR**

**SELECTION OF MANPOWER SERVICE  
PROVIDER FOR ODISHA ADARSHA  
VIDYALAYAS OF KEONJHAR DISTRICT**

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

**TENDER DOCUMENT**

For providing services of **27 nos.** of Class-IV Staff at **09(Nine)** Odisha Adarsha Vidyalaya of Keonjhar District i.e. **OAV Anandapur at Salapada, OAV Harichandanpur, OAV Saharpada, OAV Jhumpura at Khendera, OAV Champua, OAV Joda at Lahanda, OAV Oriya at Telkoi, OAV Banspal at Talachampe, OAV Ghatagaon at Tikira**

by a Manpower Service Provider

- (a) Period for issue of Tender Document : 27.06.2024 to 15.07.2024 ( 3:00 PM)
- (b) Date and time for submission of Tender Document : On or before 15.07.2024
- (c) Date and time and venue for opening of
- i) Technical Bids : 18.07.2024 ( 3:00 PM)
- ii) Financial Bids of eligible Bidders : 18.07.2024 (3:30 PM)
- (d) Likely date for commencement of Deployment of required manpower : 22.07.2024

Venue: OFFICE OF THE DISTRICT EDUCATION OFFICER, KEONJHAR  
AT/PO-KEONJHAR, PIN-758001

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### Contents of Tender Documents

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## **SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS**

1. The Collector-cum-Chairman OAVs, Keonjhar requires the service of reputed, well established and financially sound Manpower Service Providers to engage of 27 number of Class-IV Staff @ **3(three) i.e. Night watchman-cum-sweeper, Science attendant and Peon** per OAV having HSC Passed on contract basis for day to day official work under Odisha Adarsha Vidyalaya.
2. The contract of providing the aforesaid manpower is likely to commence from 22.07.2024 and would continue till 21.07.2025 .The period of the contract may be further extended beyond 22.07.2024 provided the requirement of the concerned Odisha Adarsha Vidyalaya of Keonjhar District for manpower persists at that time or may be curtailed / terminated before 21.07.2024 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Odisha Adarsha Vidyalaya requirements. The District Education Officer, Keonjhar however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Collector-cum-Chairman OAVs, Keonjhar has tentative requirement of Class-IV Staff @ 03(Three) per Odisha Adarsha Vidyalaya. The total requirement of Class-IV Staff is **27** for **09(Nine)** Odisha Adarsha Vidyalaya of Keonjhar District i.e. **OAV Anandapur at Salapada, OAV Harichandanpur,OAV Saharpada,OAV Jhumpura at Khendera,OAV Champua, OAV Joda at Lahanda,OAV Oriya at Telkoi,OAV Banspal at Talachampe, OAV Ghatagaon at Tikira .**
4. The maximum estimated cost of the contract is **Rs.58,15,800/- (Rupees Fifty-Eight lakh Fifteen Thousand Eight Hundred) only** per annum.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD of **Rs.1,20,000/-(One Lakh Twenty Thousand)** and other requisite documents by 3:00 P.M of Dt. 15.07.2024 at District Education Office, Keonjhar Pin-758001 by registered post/speed post only. The authority is not responsible for any postal delay.

6. The various crucial dates relating to "Tender for providing manpower Services to Odisha Adarsha Vidyalayas of Keonjhar District" are indicated here under:
- (a) Period for issue of Tender Document : 27.06.2024 to 15.07.2024 ( 3:00 PM)
  - (b) Date and time for submission of Tender Document : On or before 15.07.2024
  - (c) Date and time and venue for opening of
    - iii) Technical Bids : 18.07.2024 ( 3:00 PM)
    - iv) Financial Bids of eligible Bidders : 18.07.2024 (3:30 PM)
  - (d) Likely date for commencement of Deployment of required manpower : 22.07.2024
7. 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 super scribing "**Technical Bid for Providing Manpower Services (Class-IV Staff) to ODISHA ADARSHA VIDYALAYAS OF KEONJHAR DISTRICT**" and "**Financial Bid for Providing Manpower Services (Class-IV Staff) to ODISHA ADARSHA VIDYALAYAS OF KEONJHAR DISTRICT**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services (Class-IV Staff) to ODISHA ADARSHA VIDYALAYAS OF KEONJHAR DISTRICT**".
8. The Agency Should be registered under appropriate authority of the State/Central Government/Home Department and must possess required valid licenses, registration etc. for providing security services as per the provisions of Private Security Agency Regulation Act 2005.
9. Agency should have at **least three year experience** in Govt. sector.
10. There should be no case (either criminal or litigation) pending with the police against the proprietor /Firm/Partner or the Company (Service Provider). The Manpower agency should not have been blacklisted by any Govt. organization or agency and has not indulged in any malpractice. Documentary evidence in form of an affidavit is to be submitted. On selection as L1 the manpower provided by the agency should be honest and dedicated to the authority. No criminal proceeding/police cases against the person deployed registered/ensured by the agency.

11. The Earnest Money Deposit (EMD) of Rs. **Rs.1,20,000/- (One Lakh Twenty Thousand) only**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / T.D.R of any Nationalized bank pledged in favour of **District Education Officer, Keonjhar** payable **at Keonjhar**, failing which the tender shall be rejected summarily.

12. The Service Charges should be quoted by the firm in order to finalize the L1. Accordingly the following breakup may be computed. In no case, the service charge should be quoted as NIL. If the rate of service charges increases or decreases, accordingly, the gross remuneration will increase or decrease.

Base remuneration	Employer's contribution to EPF (@ 13% )	Employer's contribution to ESI (@ 3.25 %)	Service Charges @3.85% Maximum	GST % of (1+2+3+4)		Gross Remuneration per man power per month (1+2+3+4+5+6)
				SGST @ 9 %	CGST @ 9 %	
1	2	3	4	5	6	7
12600	1638.00	410.00				17950.00

13. On selection as L1, the Manpower Service Provider Agency should be honest and dedicated to the authority. No criminal proceedings /Police case against the person deployed should be registered.

14. The successful Tenderer will have to deposit a performance security deposit of Rs. **500000/- (Five Lakh)** only in form of Bank guarantee from any Nationalized Bank in favour of **District Education Officer, Keonjhar** 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 successful Tenderer.

15. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Central Government) / any Gazetted Officer not below the rank of Sub-Collector of the State Governments, 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) Copy of PAN / GIR card/GSTIN Registration Certificate;
- (c) Copy of the IT and GST return filed for the last three financial years
- (d) Copies of EPF and ESI certificates.
- (e) Copy of the Service Tax registration certificate;
- (f) Certified extracts of the Bank Account containing transactions during last three years.

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16. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
17. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
18. The Technical bids shall be opened on the scheduled date and time at **3:00 PM** on 15.07.2024 in the **OFFICE OF THE DISTRICT EDUCATION OFFICER, KEONJHAR** in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
19. The Financial Bid of only those Tenderer whose Technical bids are found in order will be opened for further consideration. The Financial bids shall be opened at **3:30 PM** on **15.07.2024** in the **OFFICE OF THE DISTRICT EDUCATION OFFICER, KEONJHAR** in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
20. The Collector and Chairman OAVs, Keonjhar, the Competent Authority reserves the right to cancel all bids without assigning any reason.

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## **TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specification.
  - a. The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the user Keonjhar 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 three years experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
  - d. They should have their own Bank Account;
  - e. They should be registered with Income Tax and Service Tax Department.
  - f. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - g. They should have obtained valid contract labour license [R&A] Act,1970 any other regulatory clearance that may be required for providing manpower.
  - h. They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
  - i. Single contract for Manpower Service is above Rs. **02 Lakhs**.
  - j. Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

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## APPLICATION- TECHNICAL BID

### **For Providing Manpower Services DEO, KEONJHAR of Keonjhar District**

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_.
2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ date \_\_\_\_\_ of  
Rs.120000/- 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 Registration No. (Attach attested copy): \_\_\_\_\_
10. GSTIN Registration Number.(Attach attested copy): \_\_\_\_\_
11. E.P.F. Registration No. (Attach attested copy): \_\_\_\_\_
12. E.S.I. Registration No. (Attach attested copy): \_\_\_\_\_

13. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years:

Financial Year	Amount (in lakhs)	Remarks, if any
2021-22		
2022-23		
2023-24		

14. Financial Turnover of the similar contracts of the tendering Manpower Service Provider for the last three Financial Year as Additional information if any (Attach Separate Sheet if space provided is insufficient):

Financial Year	Turnover of similar contract	03 Year average Turnover	60 % of the average turnover	Remarks, if any
2021-22				
2022-23				
2023-24				

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 provider 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 lakhs)	Duration of Contract	
		Type of manpower provided	No.		From	To

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16. 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. I, hereby undertake that, our organization has not been blacklisted/ debarred by  
any of the Central / State Government Department/ Office or by any Public  
Sector undertaking (PSUs) and not blacklisted by any authority during there cent  
past.
4. 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:

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**APPLICATION – FINANCIAL BID**

**For Providing Manpower Services at Odisha Adarsha Vidyalayas of Keonjhar 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:

Base remuneration	Employer's contribution to EPF (@ 13% )	Employer's contribution to ESI (@ 3.25 %)	Service Charges	GST % of (1+2+3+4)		Gross Remuneration per man power per month (1+2+3+4+5+6)
				SGST @ 9 %	CGST @ 9 %	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
12600.00	1638.00	410.00				17950.00

- Base remuneration include EPF & ESI share of the employees.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

**Notes:**

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

## TERMS CONDITIONS

1. The Agreement shall commence from \_\_\_\_\_ and shall continue till \_\_\_\_\_ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on \_\_\_\_\_ unless extended further by the mutual consent.
3. District Education Officer, Keonjhar invites sealed bids from the eligible service providers for providing services of 27 numbers of Class-IV manpower through outsourcing to 09 Nos. of Odisha Adarsha Vidyalays (OAVs) of Keonjhar District.
4. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The services of manpower to be engaged for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the required service as per their job.
5. It shall be the responsibility of the manpower service provider to verify the qualification and experience of the out sourced manpower. The deployed manpower will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the right to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced manpower, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification / experience, the service provider will have to terminate the service of such staff immediately.
6. The manpower service provider should have an empanelled resource list of trained/experienced manpower so that un-interrupted and continued services can be provided during the contract period. The service provider should be able to provide additional resource support whenever required by the authority under the same terms and condition.
7. 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.
8. The services of manpower deployed by the service provider shall be required to be provided during office hour and may also be required to work beyond office hour for which any extra remuneration shall not be paid. In case, any deployed manpower 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 services of manpower deployed for the purpose must have good moral character and

cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.

10. The manpower service provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the manpower deployed could be availed without any disruption.
11. The attendance rolls for the manpower deployed by the service provider at the premises of client shall be provided and shall be monitored by the service provider on regular basis. Their attendance rolls shall be signed by the authorized representative of service provider who shall get it verified from the designated officer of client.
12. The entire financial liability in respect of manpower deployed in the client's location shall be that of the manpower service provider and the client will in no way be liable for the same. It will be the responsibility of the manpower service provider to pay to the manpower deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
13. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the manpower 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.
14. The manpower 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 service provider as well as the manpower deployed liable for penal action under the applicable laws besides, action for breach of contract.
15. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum remuneration payable to the manpower deployed at the client's location. The manpower service provider should ensure regular payment of monthly remuneration to the manpower engaged by 10<sup>th</sup> of the succeeding month after deduction of applicable statutory dues. The manpower service provider should credit the monthly remuneration in their respective Bank Account.
16. The utilization of services of outsourced manpower shall be purely on contract basis. The manpower service provider shall at all times make it absolutely clear to the outsourced manpower hired through them. Any outsourced manpower deployed can be removed any time by giving notice to the service provider and the manpower service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.
17. For all intents and purposes, the manpower service provider shall be the "Employer" within the meaning of different Rules & Acts in respect of outsource manpower. The manpower deployed

- by the service provider shall not have any claim whatsoever like employer and employee relationship against the Client under this agreement. The service provider shall make them known about their position in writing before deployment under this agreement.
18. The service provider must employ adult manpower only. Employment of child labour will lead to the termination of the contract. Manpower to be deployed by the service provider for providing services of Group-D manpower should be above 21 years of age and physically sound to perform the duties.
  19. The service provider will be over all responsible for the manpower deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any manpower deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
  20. The manpower service provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The service provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
  21. The manpower service provider shall be solely responsible for compliance to the provisions of various laws, such as, remuneration, compensations, EPF & ESI, etc. relating to the man power to be deployed by it at the OAVs location.
  22. Manpower Service Provider shall maintain complete official records of disbursement of remuneration showing details of all supporting documents such as ESI, EPF etc. In respect of manpower deployed for the purpose.
  23. The service provider shall maintain personal file in respect of all the manpower who are deployed under the jurisdiction of the Collector, Keonjhar. The personal file shall in variably consist of personal details such as name, address, date of birth, sex, residential address(temporary/permanent)etc.
  24. The manpower deployed by the manpower service provider should not have any adverse police records/ criminal cases against them. The manpower service provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the service provider prior to signing of the agreement.
  25. The manpower service provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The manpower service provider shall withdraw such manpower that are not found suitable by this office for any reasons immediately on receipt of such a request.
  26. The manpower service provider shall ensure that the manpower deployed are disciplined and

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do not participate in any activity detrimental to the interest of the Authority.

27. The service provider shall provide uniform along with Photo ID Card to the man power deployed at the location at its own cost.
28. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any manpower while performing/discharging their duties/ for inspection or otherwise.
29. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
30. In case of any loss caused to the Authority due to lapse on the part of the manpower discharging duties, the same shall be borne by the service provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the man power deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason what so ever observing due procedure.
31. In the event of any manpower being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
32. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
33. There would be no increase in rates payable to the service provider during the contract period. The service provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.
34. The service provider shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
35. The service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the manpower deployed and submit the same to the authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
36. The service provider will have to deposit the remuneration of the deployed man power for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
37. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of the Collector, Keonjhar.
38. In the event of failure of service provider to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract within 30 days prior notice to the service provider.
39. The service provider should ensure that manpower to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
40. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned

- above so as to overcome the problem countered at a later stage.
41. 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.
  42. All disputes shall be under the jurisdiction of the court at Keonjhar, Odisha.
  43. The agreement can be terminated by either party by giving 30 days' notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's remuneration, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
  44. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Client will have no liability towards non-payment of remuneration to the manpower deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
  45. The manpower service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/information, leads to termination of agreement.
  46. 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.

#### LEGAL

1. 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.
2. 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 concerned Odisha Adarsha Vidyalaya of Keonjhar District. The Collector-cum-Chairman, OAVs, Keonjhar shall have no liabilities in this regard.
3. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the Block Office under DPO 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 District Education Officer, Keonjhar.

4. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the Collector-cum-Chairman, OAVs, Keonjhar or any other authority under law.
5. 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 District Education Officer,Keonjhar.

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

6. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Collector-cum-Chairman, OAVs, Keonjhar is put to any loss/obligation, monetary or otherwise, the Collector-cum-Chairman, OAVs, Keonjhar 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.
7. 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 Collector-cum-Chairman, OAVs, Keonjhar 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 Odisha Adarsha Vidyalaya concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

### **FINANCIAL**

8. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of **Rs. .1,20,000/- (One Lakh Twenty Thousand)** only in the form of demand draft/TDR of any Nationalized Bank pledged in favour of District Education Officer, Keonjhar **failing which the tender shall be rejected out rightly.**
9. The earnest money deposit in respect of the agencies which do not qualify the technical bid (first state)/ 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.
10. The successful Tenderer will have to deposit a Security Deposit/Performance Security Deposit amounting of **Rs.500000/- (Rupees Five lakh)** only (one month employee 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, Keonjhar 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 successful tenderer.
  11. The successful Tenderer will have to deposit a performance security deposit of Rs. **100000/- (Rupees one lakhs)** only in form of Bank guarantee from only Nationalized Bank in favour of District Education Officer, Keonjhar 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 successful Tenderers. The amount of performance security deposit is to be determined by the District Education Officer, Keonjhar taking in to account the contractual obligation of the manpower service provider.
  12. 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.
  13. The manpower service provider shall raise the bill in triplicate along with attendance sheet duly verified by the District Education Officer; Keonjhar in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As per as possible the payment will be released by the second week of the succeeding month.
  14. 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, Keonjhar.
  15. 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.

16. 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.
17. 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.
18. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority/ the District Education Officer, Keonjhar, who has executed the agreement, is located.
19. The successful bidder will enter into an agreement with the District Education Officer, Keonjhar for supply of suitable and qualified manpower as per requirement of the District Education Officer, Keonjhar on the above terms and condition.

*[Handwritten signature]*

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application - Technical Bid & Address proof under establishment Act.(DLO/Municipality/Service Tax/DIC)
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card/GSTIN Registration Certificate;
5. Attested copy of the latest IT Return filed by agency;
6. Attested copy of the Service Tax registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ certificate;
9. Certified document in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages **13 to 18** in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. EMD of Rs. 1,20,000/-(Rupees One Lakh Twenty Thousand) only in shape of DD.
13. Cost of Tender paper for Rs. **2,000/-** in shape of DD in favour of the District Education Officer, Keonjhar payable at Keonjhar must be attached drawn on or before **15.07.2024** in case of the Tenderers who downloaded from the Website.



