

TENDER DOCUMENTS

FOR

**SELECTION OF MANPOWER SERVICE
PROVIDER
FOR ENGAGEMENT OF CLASS-IV STAFF
(SCIENCE ATTENDANT, OFFICE
ATTENDANT & NIGHT WATCHMAN-CUM-
SWEEPER) IN ODISHA ADARSHA
VIDYALAYS OF KENDRAPARA DISTRICT**

**DISTRICT EDUCATION OFFICE,
KENDRAPARA**

**AT/PO-PANDIRI, VIA-THAKURPATANA, DIST-KENDRAPARA-754250
e-mail: deokendrapara17@gmail.com**

Contents of Tender Documents

Sl. No.	Description of Contents	Page No.
1	Important information to the Bidders	03
2	Scope of work and general instruction for service bidders	04 – 05
3	Technical requirements for the tendering manpower service provider	06
4	Qualification of the personnel Class-IV staff (Science Attendant, Office Attendant and Night Watchman-cum-Sweeper) to be deployed by the successful service provider	07
5	Tender Application – Technical Bid	08 – 09
6	Declaration	10
7	Tender Application – Financial Bid	11
8	Terms and Conditions	12 – 16
9	Documents to be submitted by the successful agency before deployment of manpower	17
10	Sample Agreement	18 – 19
11	Terms and Conditions of agreement	20 - 23

TENDER DOCUMENT

For providing Services of Class IV (Science Attendant, Office Peon, Night Watchman-cum-Sweeper) Kendrapara District by a Private Manpower Service Provider

(a) Availability of tender document	:	District website: www.kendrapara.nic.in
(b) Cost of Tender Paper		Rs.1000/- (Rupees one thousand) only (in shape of Demand Draft drawn in favour of District Education Officer, Kendrapara payable at Kendrapara which will be annexed with Technical Bid)
(b) Period for issue of Tender Document	:	23.02.2023 to 10.03.2023
(c) Last date and Time for submission of Tender Document	:	By 10.03.2023 up to 5.00 PM.
(d) Date and time and venue for opening of		Conference Hall of District Project Office, Kendrapara Date: 15.03.2023 at 11.00 am
(f) Likely date for commencement of deployment of required manpower	:	01.04.2023



SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The District Education Office, Kendrapara requires the service of reputed, well establishment and financially sound Manpower Service Provider to provide services of 24 number of Class IV staff (Science Attendant, Office Peon, Night Watchman-cum-Sweeper) @ 03 per each Odisha Adarsha Vidyalaya (OAV) with HSC pass as minimum qualification on outsourcing basis for day-to-days school work of 8 nos. of OAVs in the different blocks of this district.
2. The contract of providing the aforesaid manpower is likely to commence from _____ and would continue till _____. The period of the contract may be further extended _____ provided the requirement of the OAVs for manpower persists at that time or may be curtailed/ terminated before 31-03-2024 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the OAVs requirements. **The Principal of Odisha Adarsha Vidyalaya reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.**
3. District Education Office, Kendrapara has tentative requirement of **24 number** of **Class IV employees**. The total requirement may increase/ decrease.
4. The approximately estimated cost of the contract is **Rs.40,00,000/- (Rupees Forty Lakhs) only**.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD amount of Rs.40,000/- and other requisite documents **by 10.03.2023 before 5.00 PM** at District Education Office, Kendrapara by registered post/ speed post only.
6. The various crucial dates relating to "Tender for providing manpower services to District Education Office, Kendrapara are given in the tender document.
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 to District Education Office, Kendrapara" and "Financial Bid for providing Manpower Services to District Education Office, Kendrapara". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for providing Manpower Services to District Education Office, Kendrapara".
8. The Earnest Money Deposit of **Rs.40,000/- (Rupees Forty 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, Kendrapara payable at Kendrapara, failing which the tender shall be rejected summarily.
9. The successful Tenderer will have to deposit a performance security deposit @ 5% of the contract amount only in form of Bank Guarantee from only nationalized bank in favour of Principal of

107

concerned OAV covering the period of contract. In case the contract is further extended beyond the initial period the bank guarantee will have to be accordingly renewed by the successful tenderers.

10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the Central Govt)/ any Gazetted Officer not below the rank of Sub-Collector of the State Govt., along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:
 - (a) Registration Certificate of the applicant organization.
 - (b) Copy of PAN/ GTR card
 - (c) Copy of the IT return filed for the last three financial years
 - (d) Copies of EPF and ESI Certificates.
 - (e) Copy of GST registration certificate.
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
12. 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.
13. 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.
14. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial Bids shall be opened at 11.00 AM on 15.03.2023 in the Residence office of Collector, Kendrapara in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the District Education Office, Kendrapara reserves the right to annul all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. Application- Technical Bid
2. Documentary proof of the registered office or branch offices of the manpower service providers.
3. Documentary proof of 03 years of experience in providing manpower service to the State Govt./ Central govt. departments on similar work.
4. Copy of bank pass book in the name of the organization.
5. Copy of PAN/ FIR card.
6. Copy of IT return filed for the last three financial year.
7. Copy of Service tax registration certificate ST-02 & St-03 return as on 31.03.2022.
8. Copies of EPF & ESI registration certificates.
9. Copy of EPF Electronic challan return (ECR) and remittance conformation slip for the last month.
10. Copy of ESI return for the last month.
11. Copy of valid contract labour license (R&A Act, 1970).
12. Copy of the audited statement of accounts for last 3 years.
13. Demand draft against EMD amount.
14. Demand draft against Tender paper cost.
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.
16. Any other document considered relevant.



QUALIFICATION FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE DISTRICT EDUCATION OFFICE, KENDRAPARA

1. She/ He should be above 21 years of age and not exceeding 50 years as on **20.02.2023**.
2. The minimum educational qualification for Class IV employee (Science Attendant, Office Attendant and Night Watchman-cum-Sweeper) will be HSC passed.
3. The candidate must be able bodied both physically and mentally to discharge the duty..



APPLICATION – TECHNICAL BID**For Providing Manpower Services to Block Education Offices (formerly BRCs)**

- 1 Name of Tendering Manpower :
Service Provider
- 2 Details of Earnest Money : DD No. _____ Date: _____ of
Deposit Rs.40,000/- drawn on Bank _____

- 3 Name of Proprietor/ Partner/ : _____
Director _____
- 4 Full Address of Registered : _____
Office _____

Tel. No. _____, Fax No. _____
e-mail: _____
- 5 Full address of operating/ : _____
branch office _____

Tel. No. _____, Fax No. _____
e-mail: _____
- 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 Account for the
last 3 years).
- 8 PAN/ GIR No. (Attach attest :
copy)
- 9 GST Registration No. (Attach :
attest copy).
- 10 E.P.F registration No. (Attach :
attest copy)
- 11 E.S.I Registration No. (Attach :
attest copy).
- 12 Contract Labour (Regulation & :
Abolition) Act. 1970
registration No. (attach attest
copy)

60

13. Financial turnover of the tendering Manpower Service Provider for the last three financial year:

Financial Year	Amount (in Lakhs)	Remarks, if any

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

Sl. No.	Name of the Client address, telephone, fax & email	Manpower Service Provided		Amount of Contract (Rs. In Lakhs)	Duration of Contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any (attach separate sheet, if space provided is insufficient):

Date:

Signature of Authorized Person

Place:

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: _____ Signature of Authorized Person

Place: _____ Name:

Seal:

APPLICATION – FINANCIAL BID

For Providing Manpower Services to District Education Office

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 Class-IV staff						
		* Take home remuneration	Employer share of EPF @ 13%	Employer share of ESI @ 3.25%	Other Statutory dues, if any	Service Charge	Service Tad (GST @ 18%)	Total per person

* Take home remuneration should be Rs.10,100/- per person per month.

Date:

Place:

Notes:

Signature of Authorized Person

Name:

Seal:

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 less remuneration than the take home remuneration mentioned above will be rejected.
4. Deduction of TDS (IT) from base amount is as per Govt. Rule. The quoted should not be less than 2% of the base amount (Take home remuneration + EPF + ESI). Bid of the bidder quoting less than 2% of the base amount as service charges will be rejected.
5. EPF, ESI, Service Tax is to be calculated as per existing rules. If any wrong calculation found in calculation of EPF, ESI, Taxes etc, in this case decision of Collector, Kendrapara is final and binding to all the bidder.



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. Generally the agreement shall automatically expire on _____ unless extended further by the mutual consent of the Manpower Service Provider and the authority. It may also cease the contract when Govt. will close the funds allocation.
 3. The agreement may be extended on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the authority.
 4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its 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. This office at present has tentative requirement of 24 nos. of Class IV staff on urgent basis. The requirement may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional Manpower Services, if required, on the same terms and conditions.
 6. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at 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.
 7. The authority reserves the right to terminate the agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
 8. The persons deployed shall be required to report for work during OAVs working hours, may also be required to work beyond 5.00 PM for which he would not be paid extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
 9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the OAVs/ District Education Office, Kendrapara, so that optimal service of the persons deployed could be availed without any disruption.
 10. The entire financial liability in respect of manpower service deployed in the OAVs shall be that of the Manpower Service Provider and the DEO, Kendrapara or OAVs concerned will in no way be liable. It will be the responsibility of the manpower service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the OAVs/ DEO, Kendrapara.
 11. 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.
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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 provider shall not have any claim what so ever like employer and employee relationship against OAVs concerned/ DEO, Kendrapara.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DEO, Kendrapara or OAV concerned shall in no way be responsible for settlement of such issues what so ever. In case the grievances of the deployed person are not attended to by the manpower service provider the deployed person can place their grievances before a Joint committee consisting of a representative of the District Education Officer, Kendrapara/ OAVs concerned and authorised representative of the manpower service provider.
14. The District Education Officer, Kendrapara/ OAVs concerned 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 person deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the 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 act. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under the contract labour (Regulations and Abolition) act, 1970 if any at his own part of cost.
19. The Manpower Service Provider shall provide a substitute will 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 goodwill and enhance the image of the District Education Office, Kendrapara or OAVs concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
22. The successful bidder will sponsor the names of candidates 2 times of the actual requirement (i.e. 24 nos. x 2 =48 nos) with a copy of bio-data and certificates for making panel by the District level Committee.

LEGAL

23. 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.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the DEO, Kendrapara or OAVs concerned. The Department or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the DEO, Kendrapara or OAVs to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the DEO, Kendrapara or OAVs concerned.
26. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the DEO, Kendrapara or OAVs concerned or any other authority under law.
27. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/ Rule, as amended, from time to time and a certificate to this effect shall be provided by the office concerned.
** Note: Registration/ License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.*
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and as result thereof, the DEO, Kendrapara or OAVs concerned is put to any loss/ obligation, monetary or otherwise the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

29. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The DEO, Kendrapara or OAVs concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DEO, Kendrapara or OAVs concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The technical bid should be accompanied with an earnest money deposit (EMD) refundable without interest, as mentioned in the scope of work and general instruction to the bidders in the form of demand draft drawn in any Nationalized Bank in favour of District Education Officer, Kendrapara. The EMD in respect of the agencies which do not qualify the technical bid, financial bid shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of place of order, the EMD shall stand forfeited without giving any further notice.
31. The successful tenderer will have to deposit a performance security deposit of 3% of the contract value only in form of Bank Guarantee/ Bank draft/ Bankers cheque drawn in favour of District Education Officer, Kendrapara. In case, the contract is further extended beyond the initial period of 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, Kendrapara taking into account the contractual obligation of the manpower service provider.
32. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
33. The Manpower Service Provider will be responsible for payment of wages/ remunerations/ salary to the personnel deployed by them in each month.
34. The Manpower Service Provider shall raise the bill; in triplicate, along with attendance sheet duly verified by the Block Education Office (BEO)/ DPO, SS, Kendrapara or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. Thereafter it shall be reimbursed by this office after verification.
35. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the District Education Officer, Kendrapara/ OAVs concerned..

36. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
 37. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
 38. 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.
 39. 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.
 40. The successful bidder will enter into an agreement with OAVs concerned for supply of suitable and qualified manpower as per requirement of OAVs, of Kendrapara District on the above terms and conditions.
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AGREEMENT

This agreement is made on ____ day of _____ between the Principal Odisha Adarsh Vidyalaya, _____, Kendrapara, 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

_____ represented by _____ here-in-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" desires that the services of "_____" are required in "**Odisha Adarsh Vidyalaya, _____**";

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

And whereas the "Authority" has finalized the rate @ Rs.10,100/- per person per month as per the terms and conditions of the agreement to the "Manpower Service Provider" is as per given below:

TOTAL CONTRACT VALUE FOR ONE YEAR (in Rupees)

Particulars	*Take home remuneration	Employer share of EPF (13%)	Employer share of ESI (3.25%)	Service Charge	Total	Service Tax (GST 18 %)	Total per person
Per Person per month	Rs. 10,100/-						

Now this agreement witnesses as below:-

1. That the annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to be "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "_____" in Odisha Adarsh Vidyalaya, _____, Kendrapara 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 & Conditions of the contract **(Annexure-A)**.
- 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 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

Signature of the Authority
An officer acting in the premises
for and on behalf of the
District Project Coordinator,
SS, Kendrapara

In the presence of witness:-

Witness

- 1. Name:
- Address:
- 2. Name:
- Address:

Witness

- 1. Name:
- Address:
- 2. Name:
- Address:

TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from _____ w.e.f _____ 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. Generally agreement shall automatically expire on _____ unless extended further by the mutual consent of the Manpower Service Provider and the authority. **It may also cease the contract when Govt. will stop the allotment.**
3. The agreement may be extended on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its 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 during Odisha Adarsh Vidyalaya working hours, may also be required to work beyond 5.00 PM for which he would not be paid 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 be called on holidays to attend the duty and shall not 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 concerned OAVs or DEO, Kendrapara so that optimal service of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployed in the OAVs concerned or DEO, Kendrapara or office shall be that of the manpower service provider and the office concerned will in no way be liable. It will be the responsibility of the manpower service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the concerned OAVs, Kendrapara.
11. The payment of remuneration to the manpower has to be paid 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 provider shall not have any claim what so ever like employer and employee relationship against DEO, Kendrapara or OAVs concerned.

13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DEO, Kendrapara or OAVs concerned shall in no way be responsible for settlement of such issues what so ever. In case the grievances of the deployed person can place their grievances before a Joint committee consisting of a representative of the DEO, Kendrapara or OAVs concerned and authorized representative of the Manpower Service Provider.
14. DEO, Kendrapara or OAVs concerned 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 person deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the 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 act. 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. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under the contract labour (Regulations and Abolition) act, 1970 if any at his own part of cost.
19. The Manpower Service Provider shall provide a substitute will in advance if there occurs any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The 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 goodwill and enhance the image of the DEO, Kendrapara or OAVs

- concerned. 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 DEO, Kendrapara or OAVs concerned. The DEO, Kendrapara or OAVs concerned shall have no liability in this regard.
 24. The Manpower Service Provider shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the DEO, Kendrapara or OAVs concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.
 25. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the Department or office concerned.
 26. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/ Rule, as amended, from time to time and a 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 DEO, Kendrapara or OAV concerned is put to any loss/ obligation, monetary or otherwise, the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
 28. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The DEO, Kendrapara or OAVs concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DEO, Kendrapara or OAVs concerned by the persons deployed, the same shall 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 this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
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30. The Manpower Service Provider will be responsible for payment of wages/ remunerations/ salary to the personnel deployed by them in each month.
31. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the OAVs concerned or DEO, Kendrapara in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. Thereafter it shall be reimbursed by this office after verification.
32. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or office concerned.
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 the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
34. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
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 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 the authority, who has executed the agreement, is located.

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