

# **TENDER DOCUMENTS**

**FOR**

**SELECTION OF MANPOWER SERVICE  
PROVIDER FOR  
BARGARH SCIENCE CENTER, TUKURLA,  
DIST.- BARGARH.**

**DISTRICT EDUCATION OFFICER,-CUM-SECRETARY, BARGARH  
SCIENCE CENTER, TUKURLA  
DISTRICT-BARGARH**

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## **TENDER DOCUMENT**

### **IMPORTANT INFORMATION TO THE BIDDERS.**

- a) Availability of tender document : Official web site  
www. bargarh.nic.in & O/o  
District Education Officer,  
Bargarh
- b) Date of Issue of tender Documents  
from District Education Officer DEO-cum-Secretary)  
Bargarh : From **12.11.2021 to 5 PM of  
02.12.2021**
- (c) Date and time for submission of the  
Tender documents by speed post/  
Registered post/courier : Up to **05 PM of 02.12.2021**
- (d) **Cost of tender paper** : Rs.5000/-  
Cheque Rs.5000/- to be deposited if purchased from DEO-cum-  
Secretary, Bargarh Science Center, Tukurla, Bargarh. In case of downloaded  
from website DD/ Banker's Cheque for Rs.5000/- to be drawn in favour of  
"Bargarh Science Center, Tukurla" Payable at Bargarh to be enclosed with the  
technical bid.
- (e) **Earnest money Deposit** : Rs.50,000/-- to be attached  
with the technical bid)
- (f) Date, time and venue of opening of  
(i) Technical Bid : **03.12.2021 at 2.00 PM**  
(ii) Financial Bids of eligible Tenders  
and selection : **03.12.2021 at 2.30 PM**  
(iii) Venue : Office Chamber of Collector,  
Bargarh.
- (g) Likely date for commencement of  
Deployment of required manpower : **15.12.2021**

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

1. The Bargarh Science Centre, Tukurla, District Bargarh requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of persons on contract basis for daily work relating to maintain, watch & word and management in Bargarh Science Centre, Tukurla, District Bargarh.
2. The contract of providing the aforesaid manpower is likely to commence from **15.12.2021 and would continue till 31.12.2022**. The period of the contract may be further extended beyond **1 year** provided that the service provider provides good service with appropriate manpower or maybe the Bargarh Science Centre, Tukurla, District Bargarh terminated before **31.12.2022** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider. The Collector, Bargarh however, reserves the right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. The Bargarh Science Centre, Tukurla, District Bargarh has tentative requirement of **15 (fifteen)** nos. of manpower for the following posts at Bargarh Science Centre, Tukurla Bargarh District. The total requirement may increase / decrease. The list of the persons to be engaged is given in Annexure-I
4. The estimated cost of the contract is around **Rs.23,53,220/- (Rupees Twenty-three Lakh Fifty-three Thousand Two Hundred Twenty)** only per year including EPF /ESI/ GST etc and excluding service charges.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD and other requisite documents on or before **02.12.2021 upto 4.00 PM** addressed to **DEO-cum- Secretary, Bargarh Science Centre, Tukurla, P.O- Chadeigaon, Block- Bhatli, District Bargarh At/Po-Bargarh Pin-768030** by **registered Post / Speed Post / Courier only**. The Authority is not responsible for any postal delay. The various crucial dates and information relating to **“Tender for providing manpower Services to Bargarh Science Centre, Tukurla, P.O- Chadeigaon, Block- Bhatli, District Bargarh”** are indicated in the important Information to the Bidder as stated in page-03.

6. The tender has been invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing “**Technical Bid for Providing Manpower Services**” to **DEO-cum-Secretary, Bargarh Science Centre, Tukurla, District Bargarh**, & “**Financial Bid for Providing Manpower Services**” to **Bargarh Science Centre, Tukurla, District Bargarh**. Both sealed envelopes should be kept in another sealed envelope super scribing “**Tender for Providing Manpower Services to Bargarh Science Centre, Tukurla, P.O.- Chadeigaon, Block- Bhatli, District Bargarh**”. The tender should be addressed to **DEO-cum- Secretary, Bargarh Science Centre, Tukurla, P.O.- Chadeigaon, Block- Bhatli, District Bargarh Pin-768028**”.
7. **Earnest Money Deposit (EMD)** : The bidder applying for above is to submit EMD of **Rs.50,000/-** ( refundable) (without interest), in the form of Demand Draft / Bankers cheque of any Nationalized bank drawn in favour of **DEO-cum- Secretary, Bargarh Science Centre, Tukurla of Bargarh District** Payable at Bargarh, **failing which the tender shall be rejected summarily.**
8. The successful Tenderer will have to deposit a Performance security deposit of @5% of the contract value only in form of Bank gurantee/Bank draft/bankers cheque drawn in favour **DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh** Payable at Bargarh to cover the contract period . In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenderers.
9. 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 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 and one of the branch offices of the manpower service providers located in Bargarh.
  - (c) Documentary proof of **03 years** experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.

- (d) Copy of the bank pass book in the name of the organization alongwith bank statement containing transactions made during the year 2018-19, 2019-20, 2020-21.
- (e) Copy of PAN card.
- (f) Copy of the IT return filed for the last three financial year,i.e., 2018-19, 2019-20, 2020-21 ( Assessment year 2018-19, 2019-20, 2020-21).
- (g) Copy of Service Tax registration certificate & ST-03 return as on 31/03/2021.
- (h) Copies of EPF and ESI registration certificates.
- (i) Copies of EPF Electronic Challan Return(ECR) and remittance conformation slip for the month of May'21 and June'21.
- (j) Copy of ESI return as on March 2021 and e-challan of ESI for the month of May'21 and June'21.
- (k) Copy of valid Contract labour License (R & A) Act,1970.
- (l) Copy of the Audited Statement of accounts (Balance Sheet ,Profit & Loss A/C etc.) showing minimum annual turn over of 50 lakhs in **each** FY 2018-19, 2019-20, 2020-21.
- (m) Copy of single contract on similar work worth Rs.6.00 lakh in **each** FY 2018-19, 2019-20, 2020-21.
- (n) EMD as mentioned in **para-08** of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
- (o) DD/Bankers cheque mounting to **Rs.5000/-** in case of Tender Document down loaded from web site to be attached with technical Bid.
- (p) Tender Document duly signed and sealed by the aurtherised person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

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

**10. The conditional bids shall not be considered and will be outrightly rejected in very first instance.**

11. 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.

12. The Technical bids shall be opened on the scheduled date and time at **2.00 PM** on **03.12.2021** in the office chamber of ADM, Bargarh in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
13. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at **2.30PM** on **03.12.2021** in the office chamber of ADM, Bargarh in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
14. The Collector, Bargarh reserves the right to annul all **OR** any of the bids without assigning any reasons thereof.

## TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specification.
  - a. They should be registered with the appropriate registration authority;
  - b. The registered office or one of the branch offices of the manpower service providers should be located in Bargarh.
  - c. They should have at least three years' experience in providing manpower to State Government/ Central Government Departments/PSU on similar work.
  - d. They should have their own Bank Account.
  - e. They should be registered with Income Tax and filed IT-Return for Financial Year, 2018-19, 2019-20, 2020-21
  - f. They should be registered with Service Tax Department and obtained ST-3 Return upto 31/03/2021.
  - g. They should be registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to June'2021.
  - h. They should be registered with appropriate authorities under Employees State Insurance Acts and obtained return upto March 2021 and e-challan on ESI upto May 2021 and June'2021.
  - i. They should have obtained valid contract Labour License [ R & A ] Act,1970 any other regulatory clearance that may be required for providing manpower
  - j. They should have minimum annual turn over of 15 lakhs in **each** FY 2018-19, 2019-20, 2020-21.
  - k. Execution of single contract on similar work worth Rs.6.00 lakhs in **each** FY 2018-19, 2019-20, 2020-21.

**QUALIFICATION OF MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER AT BARGARH SCIENCE CENTRE, TUKURLA IN BARGARH DISTRICT.**

S N	Name of the Post	No. of Post	Qualification	Age	Job Requirement	Consolidated monthly Remuneration exclusive of ESI, EPF and all other taxes (in Rs.)
1	Assistant Curator	1	1 <sup>st</sup> class Master in Science?BE or B.Tech (Mech/Elect./IT/EEE/ECE/Instrumentation) or Equivalent from Govt. recognised Institute or University. S/He should have passed Odia as a subject at least of ME standard	21 to 32 Ye (As on 01.12.2021)	To design and develop exhibits, audio, video, demonstration, teaching aids, development of exhibition, organization of educational programmes, research on history of S&T, Science Museum Techniques, evaluation of exhibits pertaining to developmental activities of the museum and supervise day to day works of Science Centre etc. and any other activities given by the higher authority	16800/-
2	Zilla Bigyan Pradarshak	1	1 <sup>st</sup> Class B.Sc. with B.Ed. from Govt. recognised Institute or University. S/He should have passed Odia as a subject at least of ME standard	21 to 32 Ye (As on 01.12.2021)	Conducting educational programme including demonstration, lecture in outside science center, developing of teaching aids, up keep and managing science center/ park exhibits, research, publicity, public relations and other programme and programming for mobile science exhibition etc. and assist Assistant Curator and any other activities given by the higher authority.	10,000/-
3	Junior Clerk-cum-Accountant	1	Minimum 2 <sup>nd</sup> Class B,Com. with PGDCA Govt. recognised Institute or University. S/He should have passed Odia as a subject at least of ME standard. Must have knowledge in typing at least at least 35 w.r.p. in English and 20 w.p.m. in odia on computer correspond to 10500.6000 key depression per hour (KDPH) respectively	21 to 32 Ye (As on 01.12.2021)	Typing, issue and dispatch of daks, issue of tickets, maintenance of files and records, all matters relating to budget, finance and accounts, handling purchase & store etc. and any other activities given by the higher authority.	8880/-
4	Technician (One each from Electrician, Fitter, Electronic& Carpenter)	4	Matric/H.S.C or equivalent and ITI in relevant trade from Govt. recognised institute. S/He should have passed Odia as a subject at least of ME standard	21 to 32 Ye (As on 01.12.2021)	Operation, demonstration, repair, fabrication, cleaning & handling, packing, installation and maintenance of exhibits and equipment and other installations in the Science Center/ Park	9000/-
5	Security Guard	5	Trained	21 to 42 Ye (As on 01.12.2021)	Watch & ward of gate, main building, installations, exhibits and equipment of the Science Centre/ Park	9116/-
6	Gardener	2	Trained gardener with working experience of maintaining garden/park	21 to 35 Ye (As on 01.12.2021)	Operation and maintenance of Science Park plants, trees and landscape, cleaning etc.	7183/-
7	Multipurpose Worker	2	Minimum class VIII from Govt. recognised school. . S/He should have passed Odia as a subject at least of ME standard	21 to 35 Ye (As on 01.12.2021)	Cleaning and sweeping of Science Centre premises, building, rooms, toilet and sanitation and office assistance etc.	7183/-

**APPLICATION- TECHNICAL BID**

**For Providing Manpower Services, 15 nos. persons Bargarh Science Centre, Tukurla, District Bargarh.**

1. Name of Tendering Manpower Service Provider: -  
\_\_\_\_\_
2. Details of Earnest Money Deposit:- DD No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_.
3. Name of Proprietor/ Partner / Director:  
\_\_\_\_\_
4. Full Address of Registered Office:  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_  
\_\_\_\_\_
5. Full Address of Operating / Branch Office:  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_  
\_\_\_\_\_
6. Name & Telephone No. of Authorized Officer /  
Person to liaise with 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 attest copy): \_\_\_\_\_
9. Service Tax Registration No. (Attach attest copy): \_\_\_\_\_
10. E.P.F. Registration No. (Attach attest copy): \_\_\_\_\_

11. E.S.I. Registration No. (Attach attest copy): \_\_\_\_\_

12. Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years on similar contract:

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

13. Additional desired document / information, if any (Attach Separate Sheet if space provided is insufficient):

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years i.e. 2018-19, 2019-20, 2020-21 in the following format.

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

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

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

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, 16 nos of persons to be engaged in Bargarh Science Center, Tukurla, Dist.- Bargarh Bargarh**

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl No.	Manpower Type	Monthly Rate per Employee ( Amount in Rupees.)						
		*Remuneration (Rs.)	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge	Service Tax	Total per persons to be engaged
1	Assistant Curator	16880/-						1
2	Bigyan Pradarshak	10000/-						1
3	Junior Clerk-cum-Accountant	8800/-						1
4	Technician ( one each from Fitter, Electricia, Electronics, Carpenter)	9000/-						4
5	Security Guard	9116/-						5
6	Gardener	7183/-						2
7	Multipurpose Worker	7183/-						2

Date:

Signature of Authorized Person

Place:

Name:

Seal :

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

**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. Tender of the Bidder quoted less remunerations than the remuneration mentioned above will be rejected.
4. As DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh is to deduct TDS(IT) @ 2% of the gross billed amount, the service charges quoted should not be less than 2% of the gross amount. Bid of the Bider quoting less than 2% of the gross amount as service charges will be rejected.
5. EPF, ESI, GST is to be calculated as per existing rules. Evaluation Committee of Zilla Bigyan Prasar Samiti, Bargarh Science Centre, Tukurla, District Bargarh is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, Service tax rate while determining the lowest-01(L1) bidder. In this regard the decision of Collector-cum-Chairman, Zilla Bigyan Prasar Samiti, Bargarh Science Centre, Tukurla, District-Bargarh is final and binding to all the bidders.

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence from **01.01.2022 (App.)** 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 deployed, breach of contract etc or change in requirements of Bargarh Science Centre, Tukurla District Bargarh or non allotment in the budget during the year 2021-22 of Bargarh Science Centre, Tukurla, Bargarh District for the above purpose.
2. The Agreement shall automatically expire on **31.12.2022** unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the manpower service provider.
7. The person deployed (except security persons) shall be required to report for work at 10.00 AM and may also require to work beyond 5.00 PM for which he would not be paid any extra remuneration. The Security personnels shall attend there duty as per the allotted shift on rotation. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of Bargarh Science Center, Tukurla, District- Bargarh so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deploy under Bargarh Science Centre, Tukurla District Bargarh shall be that of the manpower service provider and the Bargarh Science Centre, Tukurla District Bargarh, 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 Bargarh Science Centre, Tukurla District Bargarh.
10. The payment of remuneration to the manpower has to be through Bank Account only. No cash payment can be made to them.
11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the Collector, Bargarh and authorized representative of the manpower service provider.
13. The DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to

regular/confirmed employees during the currency or after expiry of the Agreement.

15. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining license under contract labour (regulations and abolition) act, 1970 if any at his own part and cost.
18. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.
19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
20. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Bargarh Science Centre, Tukurla, District Bargarh concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

### **LEGAL**

21. The person deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well

as the person deployed liable for penal action under the application laws besides, action for breach of contract.

22. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Bargarh Science Centre, Tukurla, District Bargarh. The Bargarh Science Centre, Tukurla, District Bargarh shall have no liabilities in this regard.
23. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the Bargarh Science Centre, Tukurla, District Bargarh, 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 DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh.
24. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh or any other authority under law.
25. 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 DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh.

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

26. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh is put to any loss/obligation, monetary or otherwise, Bargarh Science Centre, Tukurla, District Bargarh will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
27. The Agreement is liable to terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh 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 Bargarh Science Centre, Tukurla, District Bargarh concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

## **FINANCIAL**

28. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of **Rs.50,000/-** only as per para-08 of Scope of work and general instructions to the bidders in the form of demand draft drawn in any Nationalized Bank in favour of DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh, Payable at Bargarh **failing which the tender shall be rejected outrightly.**
29. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. **In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
30. The successful Tenderer will have to deposit a Performance security deposit of @5% of the contract value only in form of Bank guarantee/Bank draft/bankers cheque drawn in favour DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh, Payable at Bargarh to cover the contract period . In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successful tenderers. In case of renewal, the amount of performance security deposit is to be determined by the Bargarh Science Centre, Tukurla, District Bargarh taking in to account the contractual obligation of the manpower service provider.
31. 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.
32. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel , attendance sheet duly verified by Block

Education Officers of concerned Block alongwith the bill (in triplicate) .There after it shall be **reimbursed** by Bargarh Science Centre, Tukurla, District Bargarh after verification.

33. 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 DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh.
34. 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.
35. 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.
36. 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.
37. All disputes shall be under the jurisdiction of the court at Bargarh where the headquarter of the authority / DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh, who has executed the agreement, is located.
38. The successful bidder will enter into an agreement with DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh, for supply of suitable and qualified manpower as per requirement of Bargarh Science Centre, Tukurla, District Bargarh on the above terms and condition.

## DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application -Technical Bid.
2. Registration certificate of the applicant's organization.
3. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Bargarh.
4. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
5. Copy of the bank pass book in the name of the organization alongwith bank statement containing transactions made during the year 2018-19, 2019-20, 2020-21.
6. Copy of PAN card.
7. Copy of the IT return filed for the last three financial year,i.e. 2018-19, 2019-20, 2020-21.
8. Copy of GST registration certificate return as on 31/03/2021.
9. Copy of GST return for the session . 2018-19, 2019-20, 2020-21.
10. Copies of EPF and ESI registration certificates.
11. Copies of EPF Electronic Challan Return(ECR) and remittance conformation slip for the month of May & October'21.
12. Copy of ESI return as on March 2021 and e-challan of ESI for the month of May & October'2021.
13. Copy of valid Contract labour License (R & A) Act,1970.
14. Copy of the Audited Statement of accounts (Balance Sheet ,Profit & Loss A/C etc.) showing minimum annual turn over of 50 lakhs in **each** FY 2018-19, 2019-20, 2020-21.
15. Copy of single contract on similar work worth Rs.6.00 lakh in each FY 2018-19, 2019-20, 2020-21.
16. EMD as mentioned in para-08 of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
17. Money receipt towards purchase of tender paper directly from DEO-cum-Secretary, Bargarh Science Centre, Tukurla, District Bargarh. DD/Bankers cheque payable at Bargarh amounting to Rs.5000/- in case of Tender Document down loaded from web site.
18. Tender Document duly signed and sealed by the aurtherised person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

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

1. List of Manpower shortlisted by agency for deployment in Bargarh Science Centre, Tukurla, District-Bargarh will be submitted at Bargarh Science Center, Tukurla, District- Bargarh containing full details i.e. date of birth, marital status, address, educational qualifications, Adhaar No., Passport size photograph etc.
2. Bio-data of all persons
3. Any other document considered relevant.

**AGREEMENT**

This agreement on made on this \_\_\_\_\_ day of between the DEO-cum-Secretary, Bargarh Science Centre, Tukurla District Bargarh District represented by \_\_\_\_\_, herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part.

**And**

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

Whereas, the "Authority" desire that the service of \_\_\_\_\_ are required in \_\_\_\_\_(Bargarh Science Centre, Tukurla, District Bargarh) Department/office.And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provision of the agreement.

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

**Now this agreement witnesses as below:-**

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

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

*Signature of the officer authorized to sign on behalf of manpower for service provider*

*Signature of the officer authority officer acting in the premises and on behalf of, DEO-cum- Secretary, Bargarh Science Centre, Tukurla District Bargarh District.*

***In the presence of witness***

**Witness**

**Witness**

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

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

## ANNEXURE

### TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **15.12.2021** 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 deployed, breach of contract etc or change in requirements of Bargarh Science Centre, Tukurla District Bargarh or non allotment in the budget during the year 2021-22 of Bargarh Science Centre, Tukurla District Bargarh for the above purpose.
2. The agreement shall automatically expire on **31.12.2022** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for further specific period mutually agreed upon by the Manpower Service Provider and the authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its right and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at a subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at Bargarh Science Centre, Tukurla District Bargarh. He/She would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall not 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 DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh, so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deploy in **Bargarh Science Centre, Tukurla District Bargarh** be that of the manpower service provider and the Bargarh Science Centre, Tukurla District Bargarh, 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 Bargarh Science Centre, Tukurla District Bargarh.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the manpower service provider shall be “Employer” within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the Bargarh Science Centre, Tukurla District Bargarh.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Bargarh Science Centre, Tukurla District Bargarh, in no way be responsible for settlement of such issues whatsoever, in case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the Collector, Bargarh and authorize representative of the manpower service provider.
14. The Bargarh Science Centre, Tukurla District Bargarh, shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.

16. In case of termination of this agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
18. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident fund authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining license under contract labour (regulations and abolition) act, 1970 if any at his own part of cost.
19. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards Provident Fund and Employees state insurance, whatever applicable.
20. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Bargarh Science Centre, Tukurla District Bargarh. 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 the Bargarh Science Centre, Tukurla District Bargarh shall have no liabilities in this regard.
24. The manpower service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Bargarh Science Centre, Tukurla District Bargarh, concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the office concerned.
25. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the Bargarh Science Centre, Tukurla District Bargarh, or office concerned or any other authority under law.
26. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the Bargarh Science Centre, Tukurla District Bargarh or office concerned.
27. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Bargarh Science Centre, Tukurla District Bargarh or the office concerned is put to any loss/obligation, monetary or otherwise, the District Education Officer-cum-Secretary, Bargarh Science Centre, Tukurla District Bargarh, will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
28. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The District Education Officer-cum-Secretary, Bargarh Science Centre, Tukurla District Bargarh or office concerned will have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the District Education Officer-cum-Secretary, Bargarh Science Centre, Tukurla District Bargarh or office concerned by the person

- deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.
29. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
  30. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel , attendance sheet duly verified by DEO-cum-Secretary, Bargarh Science Centre, Tukurla, District Bargarh (in triplicate) .Thereafter it shall be **reimbursed** by Bargarh Science Centre, Tukurla District Bargarh after verification.
  31. The claim in bills regarding Employees State Insurance, Provident Fund & Service Tax, etc. should necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DEO-cum- Secretary, Bargarh Science Centre, Tukurla, District Bargarh District or office concerned.
  32. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
  33. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
  34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be refer to the next higher authority for controlling officer for his decision and the same shall be binding on all parties.
  35. All disputes shall be under the jurisdiction of the court at Bargarh where the headquarters of the authority / DEO-cum- Secretary, Bargarh Science Centre, Tukurla District Bargarh District who has executed the agreement, is located.