

**DEPARTMENT OF SOCIAL SECURITY & EPWD  
GOVERNMENT OF ODISHA**

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**Tender Call Notice**

**for**

**Selection of Outsourcing Man Power Service Provider Agencies for engagement of professionals for establishment of Prerecruitment Coaching for Persons with Disabilities at NCSCDA, Pokhariput, Bhubaneswar**

**For**

**Department of Social Security & EPWD**

**DISCLAIMER**

*THIS REQUEST FOR EOI IS NOT AN OFFER BY THE SSEPD, BUT AN INVITATION TO RECEIVE RESPONSE FROM ELIGIBLE INTERESTED BIDDERS FOR SELECTION OF OUTSOURCING AGENCIES FOR ENGAGEMENT OF PROFESSIONALS FOR ESTABLISHMENT OF PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF DRUG DE-ADDICTION PROGRAMME. NO CONTRACTUAL OBLIGATION WHATSOEVER SHALL ARISE FROM THIS PROCESS UNLESS AND UNTIL A FORMAL CONTRACT IS SIGNED AND EXECUTED BY THE SSEPD WITH THE BIDDER. THIS DOCUMENT SHOULD BE READ IN ITS ENTIRETY.*

**Need for Establishment of Pre-Recruitment Coaching for PwDs.(PRCPD):**

In pursuance of Section-34 of Right of Persons with Disabilities Act, 2016 (RPwD Act), 4 % posts have been reserved in Government employments. These posts/vacancies are filled through a well defined process comprising of Written Examinations (WE), Group Discussion (GD), Skill Tests (ST) and Personal Interview (PI). Our experience reveals that due to lack of knowledge and skills adequate number of PwDs do not qualify in the competitive examinations, being conducted by various recruitment authorities of Central and State Governments like Railway Recruitment Board (RRB), Staff Selection Commission (SSC), Odisha Public Service Commission (OPSC), Odisha Staff Selection Commission (OSSC), State Selection Board (SSB), Institute of Banking Personnel Selection (IBPS) etc. In order to get themselves prepare to face these recruitment processes, there is a felt need to impart them quality coaching. The PRCPD will be organised in joint collaboration of Department SSEPD, Government of Odisha& NCSCDA, Government of India, Ministry of Labour& Employment, Gandamunda, Bhubaneswar with the following positions.

| <b>Sl. No.</b> | <b>Consultant</b>                                       | <b>No. of Positions</b> | <b>Essential Qualification</b>  | <b>Experience</b>   |
|----------------|---|-------------------------|---|---|
| 1              | Teaching Faculty-cum-Coordinator ( <b>Mathematics</b> ) | 1                       | Any Graduate from a recognized University /Institute with mathematics as one of the Subject | 1.Minimum 2 years experience in relevant field of teaching students of competitive exams such as IBPS Banking, SSC, RRB, OSSC, OSSSC etc.<br>2.Well conversant in computer and essentially well trained in MS Office and internet. She/he should also be proficient in other standard packages & applications.  |
| 2              | Teaching Faculty-cum-Coordinator ( <b>Reasoning</b> )   | 1                       | Any Graduate from a recognized University /Institute with mathematics as one of the Subject | 1.Minimum 2 years experience in relevant field of teaching students of competitive exams such as IBPS Banking, SSC, RRB, OSSC, OSSSC etc.<br>2. Well conversant in computer and essentially well trained in MS Office and internet. She/he should also be proficient in other standard packages & applications. |
| 3              | Teaching Faculty-cum-Coordinator ( <b>English</b> )     | 1                       | Any Post Graduate in English from a recognized University /Institute.                       | 1.Minimum 2 years experience in relevant field of teaching students of competitive exams such as IBPS Banking, SSC, RRB, OSSC, OSSSC etc.<br>2. Well conversant in computer and essentially well trained in MS Office and internet. She/he should also be proficient in other standard packages & applications. |

- 1- The above mentioned positions will be filled up on outsourcing basis and the monthly consolidated remuneration will be fixed by the Government as per the due procedure.
- 2- The review on the functioning of PRCPD shall be taken at regular intervals.

## **2. Objectives:**

- i. To enhance Knowledge and skills of PwDs to qualify competitive examination (WE, GD, ST, PI).
- ii. To enhance possibility of Employment by refining their skills and knowledge.
- iii. To boost self confidence, will power, self motivation, communication, Leadership qualities through soft skill training.
- iv. To supply qualitative and productive candidates to recruitment authorities.
- v. To supplement the efforts towards fulfilling 4% quota reserved for PwDs in Government jobs and PSUs.

## **3. The roles and responsibilities of Teaching Faculty-cum-Coordinator (Mathematics, Reasoning, English):**

- To plan and deliver high quality teaching, learning, assessment and tutorial support to Learners so as to maximize achievement and support continuous improvement;
- To teach and assess the particular subject area mainly meant for upcoming competitive examinations;
- To plan and deliver innovative teaching sessions to inspire and motivate;
- Make the PwDstudents/aspirants understand the syllabus of the particular subject area through various teaching methods, using learning materials, and other appropriate tools;
- Able to explain concepts and technical terms;
- Able to use visuals, sign languages, appropriate gestures & postures during teaching –learning process;
- Make students understand the importance of various patterns of questions asked in various competitive exams and short-cut tricks to attempt them in scheduled time effectively;
- Design and deliver teaching material across a range of modules or within the concerned subject area using appropriate teaching, learning support and assessment methods;
- Supervise students with mock tests, surprise quizzes, online mock tests, where & when appropriate;
- Identify areas where current provision is in need of revision or improvement. Contribute to the planning, design and development of course programme and material of PRCPD;
- Set, mark and assess work and examinations and provide feedback to students;
- Act as a responsible team member and develop productive working relationships with other members of the team;
- Prepare reports and other documents relating to the activities of this PRCPD, and Department of SSEPD;
- Develop, implement, and evaluate methods of data collection, such as questionnaires or interviews;
- Consult with and advise individuals such as administrators, and legislators regarding requirement of Written Tests, Skill Tests, Group Discussions, Personal Interviews etc.;
- To devise a programme of learning (scheme of work) with appropriate effective teaching and learning strategies, resources and assessments;
- To maintain attendance registers, records of progress and ensure Learners are correctly enrolled or applied for the various recruitment examinations with their appropriate reservations of PwDs;
- To undertake professional development and training to contribute to individual and peer group as agreed through professional review, so evaluating and enhancing own practice;
- To carry out all duties with due regard to Health and Safety regulations;
- To carry out other duties as may reasonably be required from time to time as and when any other work assigned by the Director, SSEPD;

- To contact and correspondence independently with the recruitment Boards / Commissions authorities;
- To undertake Post Coaching follow-up action on regular intervals at least for 2 years for each PwDs aspirants admitted for PRCPD.

#### **4. Competencies:**

Apart from the desired qualification mentioned in the table against each post, the candidate must possess the following traits & competencies:

- Must be having interest or desired skills in teaching persons with disabilities in a favorable manner, so as to make them competent enough to appear the competitive exams confidently
- Must be good understanding of patterns, syllabus, quicker tricks to attempt questions asked in various competitive examination;
- Must be following different trends and development in terms of cut off score, eligibility criterion, new methods of teaching, & other study materials for qualifying various competitive examinations;
- Must be computer savvy in terms of using Microsoft Office suites, procedure for online application for various competitive examinations, use of social media in promoting PRCPD, ability to handle web based management systems etc.
- Outstanding analytical and research skills, results oriented and ability to find innovative solutions to a problem.
- Ability to build tie-ups and engage with different sections of the communities is desirable;
- Ability to handle tasks independently;

#### **5. Terms of Engagement**

The above three positions will be engaged on outsourcing basis. The terms and conditions of the engagement shall include the following:-

##### **5.1- Scope of Work:**

The office outsourcing the Teaching Faculty-cum-Coordinators (Mathematics, Reasoning & English) will delineate the roles and responsibilities as mentioned at Para no. 3, & 4. The deliverables, activities and tasks along with time frame for completion of the task will be specified by the Director, Department SSEPD & Assistant Director, NCSCDA, Bhubaneswar.

##### **5.2- Tenure:**

The Department of SSEPD shall indicate the period of tenure of engagement which may be up to a maximum of one year. They shall be engaged for one year and allowed extension in the subsequent year basing on performance during the previous year and requirement. The engagement of the persons will be purely on contractual basis.

##### **5.3- Age Limit:**

The maximum age limit for the above positions will be 40 years.

##### **5.4- Remuneration:**

The remuneration of these posts will not be more than Rs. 15,000/- per month + PF + ESI (excluding deductions).

##### **5.5- Evaluation:**

The performance of the persons will be evaluated every year as per the criteria mentioned in the prescribed format by the Director, SSEPD. On the basis of the evaluation of performance engagement of these positions will be renewed or terminated.

## **5.6-Leave:**

These persons will be eligible for **eight days leave in** a calendar year. They will not draw any remuneration in case of his/her absence exceeds eight days in a year. Un-availed leave in a calendar year cannot be carried forward to the next calendar year. The Director can terminate the services of these positions in case of their absence for more than 15 days beyond the entitled leave in a calendar year.

## **5.7- Termination:**

In case of the performance of any of these persons is found to be unsatisfactory on the ground of incapacity or misconduct the engagement may be terminated after one month notice. They may resign voluntarily after submission of one month notice to the authority engaged him/her.

## **6. Process of Engagement**

### **6.1- Advertisement:**

The applications/bids in sealed cover will be invited from eligible agencies issuing advertisement in local dailies (one Odia and one English) requesting submission of applications/bids.

### **6.2- Short listing:**

The outsourcing agency will shortlist the eligible applications.

### **6.3- Selection Committee:**

The Selection Committee constituted under the chairmanship of Director, SSEPD with the following members will select the candidates from the panel recommended by the outsourcing agency for selection.

1. Joint Secretary, Department of SSEPD
2. Under Secretary, Department of SSEPD
3. Assistant Director (Employment), NCSCDA, Bhubaneswar.

### **6.4- Invitation to Join:**

The list of successful candidates will be forwarded to the outsourcing agency for issue of call letters to the candidates by the outsourcing agency. They may be invited to join office within one month of the receipt of the call letter. In case of failure to join office within the stipulated period, candidates next below him/her will be invited in a similar manner.

### **6.5- Execution of Agreement:**

On joining, the outsourcing agency will execute an agreement with the Director, SSEPD which will contain the names of parties to the agreement, purpose of engagement, the deliverables, tasks, activities, roles and responsibilities, remuneration, evaluation and termination of the engagement.

### **6.6- Training:**

After joining, they will undergo training for a period of one week in the NCSCDA, Bhubaneswar.

# TENDER DOCUMENTS

## Contents of Tender Documents

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

1. The Department of Social Security & Empowerment of Persons with Disabilities, (SS&EPD) requires the service of reputed, well established and financially sound Manpower Service Providers to provide services of **3 Teaching Faculties-cum-Coordinators (Mathematics, Reasoning & English)** on contractual basis for Pre Recruitment Coaching for Persons with Disability (PRCPSD) at NCSCDA, Bhubaneswar.
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 beyond ..... provided the requirement of the SS&EPD Department for manpower persists at that time or may be curtailed / terminated before ..... owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the SS&EPD Department's requirements. The SS&EPD Department however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This SS&EPD Department has tentative requirement for **3 Teaching Faculties-cum-Coordinators (Mathematics, Reasoning & English)**.
4. The estimated cost of the contract is **Rs. 60,000/-** (Rupees Sixty Thousand) only per month.
5. The tender document can be downloaded from the website **[www.ssepd.gov.in](http://www.ssepd.gov.in)**.
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.5000/- (Rupees Five Thousand) only and other requisite documents by **Dt. 29.01.2018 up to 3 PM** at Department of SS&EPD. Queries relating to tender document and procedures may be intimated through e-mail: [dwpwdodisha@hotmail.com](mailto:dwpwdodisha@hotmail.com) by **Dt. 14.01.2018 by 5.00PM**.
7. The various crucial dates relating to "Tender for Providing Manpower Services to the Department of SS&EPD" is cited as under.
  - (a) Date and time of receipt of the Tender documents by speed post/ Registered post: **Dt. 29.01.2018 up to 3 PM.**
  - (b) Last date for receiving queries through e-mail: **Dt. 14.01.2018 at 5.00 PM**
  - (c) Pre-bid Conference : **Dt. 15.01.2018 at 4.00 PM**
  - (d) Corrigendum if any : **By 06.00 PM on 16.01.2018**
  - (e) Date and time for opening of
    - (i) Technical Bid : **Dt.29.01.2018 at 4.00 PM**
    - (ii) Financial Bids of eligible Tenders  
And selection : **Will be communicated after evaluation of Technical Bid**
- (c) Likely date for commencement of



Deployment of required manpower : **Will be intimated after finalization**

8. 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 Department of SS&EPD**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to Department of SS&EPD**”.
9. The Earnest Money Deposit (EMD) of **Rs. 5,000/-** (Rupees Five Thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / pay Order drawn in favour of Director, Social Security & Empowerment of Persons with Disability Department failing which the tender shall be rejected summarily.
10. 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;
  - (c) Copy of the IT 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
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. **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.
13. The Technical bids shall be opened on the scheduled date and time at **4.00 P.M on Dt.29.01.2018** in the office chamber of Director, Department of SS&EPD 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 Financial Bid of only those bidders will be opened whose Technical bids are found in order. The Financial bids shall be opened on the date (which will be intimated) in the office chamber of the Director, Department of SS&EPD, 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 Department of SS&EPD reserves the right to cancel all bids without assigning any reason.

#### **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 Department of SS&EPD / Office. Besides, if the Department of SS&EPD / Head of Department of SS&EPD / Controlling Officer are procuring manpower for deployment in their Field Office (s), the manpower service provider should provide the name, designation and contract number of the person to liaise with the said Field Office (s).
  - b. They should be registered with the appropriate registration authority.
  - c. They should have at least four/ five 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 etc.
  - g. They should have any other regulatory clearance (to be specified by the user Department of SS&EPD that may be required for providing manpower services.
  - h. The Minimum annual turn-over of the company of last 3 years shall at least be 5 times of the present contract value.
  - i. The Agency must have executed contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY  
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN  
THE DEPARTMENT OF SOCIAL SECURITY & EMPOWERMENT OF  
PERSONS WITH DISABILITIES (SS&EPD)**

1. She/ He should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for **Teaching Faculty-cum-Coordinator (Mathematics)** will be any Graduate from a recognized University /Institute with mathematics as one of the Subject. He/ She must have experience in teaching aspirants of competitive exams such as IBPS Banking, SSC, OSSC, OSSSC, RRB etc.
3. The Minimum Educational Qualification for **Teaching Faculty-cum-Coordinator (Reasoning)** will be any Graduate from a recognized University /Institute with mathematics as one of the Subject. He/ She must have experience in teaching aspirants of competitive exams such as IBPS Banking, SSC, OSSC, OSSSC, RRB etc.
4. The Minimum Educational Qualification for **Teaching Faculty-cum-Coordinator (English)** will be any Post Graduate in English from a recognized University /Institute. He/ She must have experience aspirants of competitive exams such as IBPS Banking, SSC, OSSC, OSSSC, RRB etc.
5. The Candidate shall be well conversant in computer and essentially well trained in MS Office and internet. She/he should also be proficient in other standard packages & applications.
6. The Candidate shall have working knowledge of English and Oriya.

**APPLICATION- TECHNICAL BID**

**For Providing Manpower Services to Department of Social security & empowerment  
of Persons with Disabilities (SS&EPD)**

1. **Name of Tendering Manpower Service Provider:** \_\_\_\_\_  
\_\_\_\_\_.
2. **Details of Earnest Money Deposit:** DD No. \_\_\_\_\_ date \_\_\_\_\_ of  
\_\_\_\_\_ 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. **Bank of Manpower Service Provider (Attach certified copy of statement of A/c  
for the last Three years):**  
\_\_\_\_\_  
\_\_\_\_\_
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 last three Financial Years:**

| Financial Year | Amount (in lakhs) | Remarks, if any |
|----------------|-------------------|-----------------|
| 2014-15        |                   |                 |
| 2015-16        |                   |                 |
| 2016-17        |                   |                 |

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

**14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years 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 to Department of Social security & empowerment  
of Persons with Disabilities (SS&EPD)**

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

| Sl No. | Manpower Type                                  | Monthly Rate per Person |     |     |                              |                |             |                  |
|--------|--|-------------------------|-----|-----|------------------------------|----------------|-------------|------------------|
|        |  | *Take home remuneration | EPF | ESI | Other Statutory dues, if any | Service Charge | Service Tax | Total per person |
| 1      | Teaching Faculty-cum-Coordinator (Mathematics) |                         |     |     |                              |                |             |                  |
| 2      | Teaching Faculty-cum-Coordinator (Reasoning)   |                         |     |     |                              |                |             |                  |
| 3      | Teaching Faculty-cum-Coordinator (English)     |                         |     |     |                              |                |             |                  |

\* The take home remuneration for each post shall be **Rs. 13,500** /- per month only.

**Date:**  
**Place:**

**Signature of Authorized Person**  
**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 man power.

## TERMS & CONDITIONS

1. The Agreement shall commence from ..... and shall continue till ..... unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on ..... unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Department of SS&EPD, at present has tentative requirement of **one Teaching Faculty-cum-Coordinator (Mathematics), one Teaching Faculty-cum-Coordinator (Reasoning) & Teaching Faculty-cum-Coordinator (English)** on urgent basis. The requirement for the above posts may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower service, if required on the same terms and condition.
6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
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 person deployed shall be required to report for work at 09.30AM to the Assistant Director, NCSCDA, Bhubaneswar or the Director, Department of SS&EPD or such other Officer as may have been kept in charge of the Office establishment of the Office concerned and would leave at 5.00PM and may also require to work beyond 6.00PM for which he 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.

9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department of SS&EPD, 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 the Department of SS&EPD or office concerned shall be that of the manpower service provider and the Department of SS&EPD or 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 Department of SS&EPD or office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated EMD & security deposits shall be forfeited.
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 Department of SS&EPD or office concerned.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Department of SS&EPD 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 Department of SS&EPD and authorize representative of the manpower service provider.
14. The Department of SS&EPD shall be 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 registered 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 employee's 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 Department of SS&EPD and office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

## **LEGAL**

24. 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.
25. 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 Department of SS&EPD or office concerned shall have no liabilities in this regard.
26. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the Department of SS&EPD or office 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 Department of SS&EPD or office concerned.
27. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the Department of SS&EPD office concerned or any other authority under law.
28. 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 Department of SS&EPD or office concerned.
29. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Department of SS&EPD to the office concerned is put to any loss/obligation, monetary or otherwise, the Department of SS&EPD to the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
30. 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 Department of SS&EPD 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 Department of SS&EPD or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

## **FINANCIAL**

31. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of (Rupees 5% of the contract value) in the form of demand draft/pay order drawn in favour of Director, Department of SS&EPD **failing which the tender shall be rejected out rightly.**
32. The earnest money deposit in respect of the agencies which do not qualify the technically 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 30days from date of place in the order, the EMD shall stand forfeited without giving any further notice.
33. The successful tenderer will have to deposit a security amount of Rs. 60,000/- (Rupees Sixty Thousand ) only (one month employee cost including statutory dues) in the form of fixed deposit receipt (FDR) made in the name of the Department but hypothecated to the Director, Department of SS&EPD, covering the period of contract. In case the contract is further extended beyond initial period the FDR will have to be accordingly renewed by the successful tendered.
34. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
35. The manpower service provider shall raised the bill in triplicate along with attendance sheet duly verified by the Department of SS&EPD 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. As per as possible the payment will be released by the second week of the succeeding month.

36. 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 Department of SS&EPD or office concerned.
37. The amount of penalty calculated @Rs.100 per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
38. 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.
39. 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.
40. 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.
41. The successful bidder will enter into an agreement with this Department of SS&EPD for supply of suitable and qualified manpower as per requirement of this Department of SS&EPD on the above terms and conditions.

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

1. Application - Technical Bid;
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;
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 from Sl. No. 13 to 17 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in the **Department of SS&EPD**, who have to present in duty hours at PRCPD classrooms of **the NCSCDA, Gandamunda, Bhubaneswar** containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-data of all persons
3. Any other document considered relevant.