

TENDER DOCUMENT

**NOTIFIED AREA COUNCIL, KHARIAR ROAD.
AT/PO-KHARIAR ROAD, DIST-NUAPADA, PIN-766104**

NAME OF WORK : Providing Manpower for
office staff of NAC,
KHARIAR ROAD.

(Page No. 01 to 22)

**EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, KHARIAR ROAD.**

Signature of Bidder with Seal

**OFFICE OF THE EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, KHARIAR ROAD**

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR PROVIDING MAN POWER FOR OFFICE STAFF OF KHARIAR ROAD N.A.C.

A. Cost of the Tender Document: Rs. 10,000/-(Rupees Ten Thousand only)

B. Last date & time for submission of Bid **21.10.2021 upto 5.00 PM**

C. Tender (Technical Bids) to be opened: **25.10.2021 at 11:30 A.M**

D. Financial Bid to be opened: **25.10.2021 at 03:30 P.M**

NOTE :

1. The Executive Officer, Khariar Road NAC at his discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date fixed for opening of tender is subsequently declared as holiday, the tenders will be opened on the next working day following the holiday but, there will be no change in the time for opening indicated above.
3. Bids will be received through Speed Post/Registered Post only.
4. Bids will not be received through courier service and hand to hand.

ITEM WISE – RATE CONTRACT

Sold to

_____ Class

Contractor on payment of ` Rupees

(.....) Vide money

receipt No. Dt. for the work

.....

Signature of Bidder with Seal

**EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, KHARIAR ROAD .**

Crucial Details of Tender Call Notice

Name of the work	:	Providing manpower, for office staff of Khariar Road N.A.C
E.M.D	:	1% of the total Estimated cost for one year in shape of Bank Draft/ Pay order/ Banker's Cheque.
AGENCY	:	As per eligibility criteria
Period of contract	:	One Year
Cost of Tender document	:	Rs. 10,000/-
Period of Sale of Tender document	:	Dt.21.09.2021 to Dt. 11.10.2021(offline) (during office hour)
Last Date for receipt of Filled in Tender document	:	21.10.2021 upto 5.00 PM
Place & Date of Opening of Technical bid	:	Office of the Executive Officer, Khariar Road NAC. 25.10.2021 at 11:30 AM
Place & date of opening of Financial Bid of eligible Tenders	:	Khariar Road NAC 25.10.2021 at 03:30AM
Officer invited the Tender	:	Executive Officer On behalf of Khariar Road NAC.
Likely date for commencement of deployment of required manpower	:	01.11.2021

Signature of Bidder with Seal

**EXECUTIVE OFFICER,
NOTIFIED AREA COUNCIL, KHARIAR ROAD NAC.**

OFFICE OF THE NOTIFIED AREA COUNCIL, KHARIAR ROAD,

No. 6061 /

Date: 20.09.2021

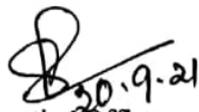
Notice Inviting Tender

Sealed bid in conformity with detailed tender call notice are invited from intending registered firms / NGOs / Private companies / Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by **speed post / registered post only** to the Executive Officer, KHARIAR ROAD N.A.C. by 5.00 P.M. of dt. **21.10.2021** and bid documents will be opened on dt **25.10.2021** at **11:30 AM** in presence of the bidder or their authorized representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday, the process of receipts and opening schedule will be on next working day at the specified time and venue without any further notice. The sale of bid document shall start from dt. 21.09.2021 and close by 5:00 P.M. of 11.10.2021. The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand Draft only from any scheduled bank or nationalized bank drawn in favour of Executive Officer, KHARIAR ROAD N.A.C. payable at KHARIAR ROAD.

Sl. No.	Name of the work	Cost of bid document
1	Providing manpower for office staff of KHARIAR ROAD NAC as per DTCN.	Rs. 10,000.00

Bid documents can be purchased from office of the NAC Khariar Road against cost of bid document in the form of Demand Draft issued from any scheduled bank or nationalised bank payable at KHARIAR ROAD in favour of Executive Officer, NAC, KHARIAR ROAD. The Bank Draft should be prepared on or before the last date of sale of the Bid document or the tender paper which may be downloaded from the District portal i.e. www.nuapada.nic.in from 21.09.2021 to 11.10.2021 by 5:00 PM and paper cost of tender paper in form of DD must be submitted with bid documents failing which the bid will be rejected.

Bid documents should be submitted through Regd. Post / Speed post only superscribing "**Tender for providing manpower for office staff of KHARIAR ROAD N.A.C.**" and addressed to the **Executive Officer, KHARIAR ROAD N.A.C., At / P.O : KHARIAR ROAD, Dist : Nuapada, Odisha, PIN : 766104.** However, **KHARIAR ROAD N.A.C. will be no way responsible for postal delay** to the receipts of bid documents beyond scheduled date and time. The bid must be accompanied with required E.M.D. @ 1% of the Estimated value for One year in shape of Bank Draft/ Pay order/ Banker's Cheque of any nationalized bank only duly drawn in favour of Executive Officer, KHARIAR ROAD N.A.C., and payable at KHARIAR ROAD failing which, the bid will be rejected out rightly. The details of the tender notice may be available and downloaded from the district portal.


 Executive Officer,
 NAC Khariar Road.

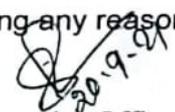
Eligibility Criteria

The bidder must have :

1. The bidder must be an registered firm /Company/ Association/ organisation/NGO, etc having valid registration certificate.
2. PAN Card
3. Labour Licence (Min 30 Labours)
4. EPF registration certificate
5. ESI registration certificate
6. GST registration certificate
7. Audit report for last 3 years
8. Income tax annual return for 3 A.Y. i.e. 2018-19 , 2019-20 & 2020-21.
9. Experience certificate in supply of office staff by competent authority (Govt. Deptt/ULBs/PSU/Organisation of National repute)
10. Min. financial turnover of Rs 30 Lakh (Thirty Lakh) on supply of office staff work in any calendar year of last three financial year.
11. Credibility/Capability/Activity report to be submitted
12. Photo Copy of proof of Establishment in Khariar Road area soon after getting the bid.
13. Affidavit about authentication of submitted documents

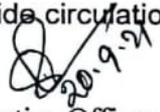
Other terms and conditions can be seen from the DTCN.

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


Executive Officer,
NAC Khariar Road.

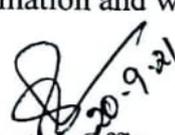
Memo No. 6062⁽⁸⁾ / Dated 20.09.2021

Copy submitted to the Collector & District Magistrate, Nuapada, /ADM, Nuapada /Project Director, DRDA-cum- P.D., DUDA, Nuapada / Sub-Collector, Nuapada - cum-Administrator, Khariar Road NAC/Tahasildar, Nuapada / Asst. Engg., P.H. Section, Khariar Road/ SDO, WESCO, Khariar Road / G.M., DIC, Nuapada, Khariar Road for favour of kind information with request to exhibit this notice in their office notice board for wide circulation.


Executive Officer,
NAC Khariar Road.

Memo No. 6063 / Dated 20.09.2021

Copy submitted to the members of tender committee for information and with request to attend the tender opening meeting on 25.10.2021 at 11:30 AM

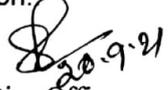

Executive Officer,
NAC Khariar Road.

Signature of Bidder with Seal

Memo No. 6064 / Dated 20.09.2021

Copy forwarded to the District Informatics Officer, Nuapada, for information with request to publish this DTCN in the District Portal of Nuapada for wide publication.

NIC


Executive Officer,
NAC Khariar Road.

Memo No. 6065 / Dated 20.09.2021

Copy to Accountant, NAC, Khariar Road / Office Notice Board for information.


Executive Officer,
NAC Khariar Road.

Memo No. 6066 Date: 20.09.2021

Copy along with soft copy forwarded to Deputy Director (Advertisement) & Deputy Secretary to Govt., I & PR Deptt., Odisha, Bhubaneswar with a request to get the invitation for Bid published in two nos. of leading Odia Daily Newspaper for One day at an early date for wide Circulation.


Executive Officer,
NAC Khariar Road.

Signature of Bidder with Seal

TECHNICAL BID
GENERAL TERMS AND CONDITIONS

Instruction to bidders:-

The tendering manpower service provider should fulfill the following technical specifications:

- (a) The Registered office or one of the branch offices of the manpower service provider firm should be located at Khariar Road NAC area. Besides, Head of the manpower service provider should provide the name, designation and contact number of the person to liaison with the said branch office.
- (b) They should be registered with the appropriate registration authority:
- (c) They should have at least Three years' experience in providing manpower to Government Corporations, Public Sector Undertaking /ULBs/ Companies / Bank etc;
- (d) They should have their own Bank Account.
- (e) They should have registered with Income Tax and Service Tax authorities.
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (g) The firm must have registered/obtain under Contract Labour (Abolition & Regulation) Act' 1970.
- (h) They should have any other regulatory clearance that may be required for providing manpower services.
- (i) Minimum approximate Average annual turn-over required is Rs.30,00,000/-.
- (j) The firm should submit copy of incorporation document in support of its category of organisation (Incorporation certificate in case of company, copy of the partnership deed in case of Partnership firm).
- (k) 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 superscribing "**Technical Bid for providing manpower for office staff under Khariar Road N.A.C.**" & "**Financial Bid for providing manpower for office staff under Khariar Road N.A.C.**" and both the envelopes should be kept in another sealed envelope superscribing "**Tender for providing manpower for office staff under Khariar Road N.A.C.**"
- (l) The bid is meant for carrying out the work for a period of one year.
- (m) Letter of authorization for representing the registered firm / private company / NGOs and entrepreneur to sign the bid document should be enclosed along with the bid document.
- (n) Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies should be properly attested by bidder.

- (o) The bidder shall sign every page of the bid documents submitted by him / them. The bidder should quote rate both in figures and in words, wherever if there is difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.
- (p) All the documents furnished by the bidder are subject to verification from the issuing authority. In case any manipulation is found, the EMD will be forfeited and action may be initiated for black listing the agency.
- (q) Name of the purchaser at the time of procurement of DTCN shall not be disclosed.
- (r) The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

1. The bid documents should be accompanied with the self-attested / certified true copy of

Following certificates / documents and **in absence of any of which, the bid will be summarily rejected.**

Checklist of Documents to be enclosed with Tender to prove the eligibility as per Technical Bid-document & Tender Call Notice

Sl. No.	Name of Document	Status		Page No.
		Not-Submitted	Submitted	
1	E.M.D. @ 1% of the one year Estimated value (original)			
2	Bid Document (original)			
3	Photo Copy of Registration Certificate			
4	Photo Copy of PAN Card			
5	Photo Copy of Labour Licence (Min. 30 Labours)			
6	Photo Copy of EPF Registration Certificate			
7	Photo Copy of ESI Registration Certificate			
8	Photo Copy of GST Registration Certificate			
9	Photo Copy of Audit Report for last 3 Years			
10	Photo Copy of Income Tax return for 3 A.Y. i.e. 2018-19,2019-20 &2020-21			
11	Photo Copy of experience certificate			
12	Photo copy of Min financial turnover of Rs 30 Lakh (Thirty Lakh) on supply of office staff work in any calendar year of last three financial year			
13	Photo Copy of Credibility/Capability/Activity report of Bidder			
14	Photo Copy of proof of Establishment in Khariar Road area after getting the bid.			
15	Affidavit in Original about the authentication of documents attached with the bid			
16	Others, If any			

Note – The bidder should sign in each and every page as taken of its receipt and accepted all terms and conditions of the bid document and abide by rules and regulations of the tender. Any violation of above will liable for outright rejection of bid documents.

Signature of Bidder with Seal

DECLARATION-cum-UNDERTAKING

(To be submitted under the Letter Head of the Bidder)

- 1) I Smt/Sri.....son/daughter/wife of Sri..... Proprietor / Director / Partner authorized signatory of the Service Provider mentioned above, am competent to sign this declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- 3) I am financially sound and capable to pay the wages to the persons engaged by me from my sources and undertake to pay remuneration to them on or before 7th of every month.
- 4) The information / document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are 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.

Signature of authorized person

Full Name:

Date:

Seal :

Place:

Signature of Bidder
with Seal

Detailed Tender Call Notice

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE KHARIAR ROAD NAC, KHARIAR ROAD.

1. The minimum educational qualification of DEO (NAC Accounting) should be Graduate in commerce with 2 years' experience in NAC Accounting procedures.
2. For DEO (typing) the minimum Educational Qualification should be Graduate in any discipline with 2 years' experience & having a minimum speed of 40 w.p.m in Typing and well conversant in computers and essentially well trained in MS Office and Internet.
3. For DEO (Office Asst. cum Typing), the minimum qualification should be a Graduate in any discipline with 5 years of working experience having a typing speed of 50 words per minute in English and Odia and should be well conversant with computers and essentially well trained in MS Office, Internet and LAN function.
4. For Tax Collector he/she should be Graduate in any discipline.
5. For Work Sarkar the minimum qualification should be 10th Pass with 5 years work experience in construction and development related work.
6. For Receptionist minimum qualification should be Graduate in any discipline with good communicating skill in local language.
7. For Caretaker – cum-Night watcher he should be literate & of sound physic .
8. For peon he/she should be literate.
9. For Gardner one should be of sound health.
10. Minimum age for all the posts should be not below 18 years and maximum age should not be above 50 years as on 01.09.2021.
11. Bio data with copies of testimonials alongwith age proof/educational qualification/work experience of each Person is to be furnished at NAC Office for verification by NAC before deployment. The Agency is also required to submit a certificate with regard to the above required proficiency of the manpower proposed to be deployed by it in NAC. After obtaining clearance from NAC , manpower is to be deployed at office.
12. The manpower to be deployed as detailed above will be required to work in NAC Khariar Road . If at any point in time, NAC feels that the resource deployed by the Manpower Agency is not up to the mark, or his/her conduct is not good or he/she leaves the services of NAC then a replacement is to be provided within 7 days time.

APPLICATION – TECHNICAL BID

For Providing manpower Services to NAC , Khariar Road

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. (Land Line) : _____

Mobile : _____

FAX No : _____

E-Mail address : _____

5. Full address of Operating/ Branch Office : _____

Telephone No. _____

Signature of Bidder with Seal

FAX No: _____

e-mail address : _____

6. Name & telephone no. of Authorized officer/
Person to liaison with NAC : _____

7. Banker of the Manpower Service Provider: __ (Attach certified copy of statement of
A/c for the last Three years)
Telephone Number of Banker : _____

8. PAN No. : _____ (Attach attested
copy)

9. Service Tax Registration No. : _____ (Attach attested copy)

10. E.P.F. Registration No. : _____
(Attach attested copy)

11. E.S.I. Registration No. : _____
(Attach attested copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial
Years.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2018-19		
2019-20		
2020-21		

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

14. Give details of the 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).

Signature of Bidder with Seal

Sl. No.	Name of the client, address, telephone & Fax no.	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	In No.		From	To

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

Date

Signature of authorized person

Name:

Seal:

Signature of Bidder with Seal

FINANCIAL BID
For Providing Manpower to NAC Khariar Road.

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 per month							
		Category	Number of manpower	EPF Employer's share	ESI employ yer's share	Other statutory dues if any	Service charges	GST on service charges	Total
1	2	3	4	5	6	7	8	9	10
1.	Tax Collector	Semi skilled	5						
2.	DEO (NAC Accounting & Tally)	Semi-Skilled	1						
3	DEO (English Typing)	Semi-Skilled	3						
4	DEO (Office Asst. cum Odia and English Typing)	Skilled	1						
5	Work Sarkar	Skilled	1						
6.	Receptionist	Semi-Skilled	1						
7.	Gardener	Un-skilled	4						
8	Caretaker - cum-Night Watcher	unskilled	6						
9	Peon	unskilled	6						
Total			28						

Signature of authorized person

Full Name:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. Service charge should not be less than Zero and not more than 7.5%.

Signature of Bidder with Seal

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from _____) and shall continue till _____ unless, it is curtailed or terminated by the authority owing to change in requirement of NAC.
2. The Agreement shall automatically expire on _____.
3. 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.

The NAC at present, has tentative requirement of 05 nos. of Tax Collector, 01 No. of DEO (NAC Accounting & Tally), 03 Nos. DEO (English Typing), 01 no. of DEO (Office Asst. cum Odia & English Typing & MS Office, Internet and LAN function), 01 no. of Work Sarkar, 01 no. of Receptionist, 06 nos. of Peon, 06 nos. of care taker - cum-night watcher & 04 nos. of Gardner. The requirement of the NAC may further **increase or decrease marginally during the period of initial contract** and the tenderer would have to provide additional manpower service, if required, on the same terms and condition.

4. If required, the N.A.C. may ask for to provide extra manpower as per requirement in any category i.e. Un-skilled, skilled, semi-skilled or skilled and the agency will be ready to provide the same. Extra payment will be made to the agency in this respect as per labour law along with all other taxes, charges & fees etc..
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 a breach of terms of Agreement making it liable for legal action besides termination of the Agreement with forfeiture of Security Deposit.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Executive Officer or such other officer as may have been kept in charge of the Office and shall not leave office before 5.30 P.M. 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 with proper identification who shall be responsible for immediate interaction with the NAC so that, optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the NAC office concerned shall be that of the Manpower Service provider and the NAC Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the bank account of the person deployed by it in NAC, a sum not less than the minimum rate quoted in the financial bid as reduced by the employees contribution towards Employee Provident Fund and ESI and adduce such evidence with regard to payment of wages and also deposit of statutory dues as may be required by the NAC Office concerned.

11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim on NAC Office with regard to wages on employment whatsoever the like.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The NAC / Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances 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 NAC Office concerned and an Authorized representative of the Manpower Service Provider for settlement.
13. NAC 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. The Manpower service provider is to take appropriate insurance coverage for compensation arising out of or in the course of engagement at NAC.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to receive perks and other facilities admissible to regular/confirmed employees of the NAC during the Contractual period and /or its expiry.
15. In case of termination of this Agreement on 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 absorption or regularization or deployment from the Authority 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 Commissioner, Provident Fund Authorities, Employees State insurance Corporation etc. and a copy of the self-attested 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, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. A certificate to this extent is to be submitted by the Manpower Service Provider.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the NAC. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. The service provider has to provide substitute in the event of any person engaged by him at NAC leaves the services or his service is terminated on any of the grounds including disciplinary action within 7 days of termination.

Signature of the bidder with seal

LEGAL

21. The persons 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 applicable 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 NAC. The NAC shall have no liability 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 NAC to the concerned tax Collection authorities from time to time, as per the rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to NAC.
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 NAC or any other authority under Law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules as amended from time to time and a certificate to this effect shall be provided by the NAC.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the NAC is put to any loss/obligation, monetary or otherwise, the NAC 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.
27. 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 NAC 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 NAC by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

Signature of Bidder with Seal

FINANCIAL

28. PAYMENT OF WAGES TO DEPLOYED MANPOWER:
- i. The monthly wages payable to each category of manpower shall be determined by the NAC for number of days present by each personnel deployed by the Service Provider in NAC Office taking into account basic monthly remuneration which shall not be less than the minimum wages prescribed under the Minimum Wages Act.
 - ii. The Manpower service provider is required to maintain the Attendance Register for its personnel of the NAC where personnel are deployed by it which should be verified by the Executive Officer or Authorised officer of the NAC on regular basis. The manpower Service Provider is to prepare a bill on the basis of attendance of each such personnel as verified by the Executive Officer or Authorised officer of NAC.
 - iii. On the basis of bill, Manpower Service Provider shall pay the wages, ESI and EPF to each employee.
 - iv. After payment of the monthly wages, EPF and ESI to his employed manpower, Manpower Service Provider shall submit the bill to NAC with pay bill, EPF and ESI Details.
 - v. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the NAC every month.
 - vi. The normal time to make the payment by the NAC is within 7 days from the date of receipt of the bill from the manpower service Provider.
 - vii. Manpower Service Provider shall be capable to pay the wages as per tender document timely before 7th of every month from his own resources.
 - viii. Manpower Service Provider shall be capable to pay monthly wages up to 1-2 months from his own resources in case of delay in payment by NAC due to unavoidable circumstances.
 - ix. The Manpower Service Provider shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
 - x. In case of increase in minimum wages, the Manpower Service Provider shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay or notification has retrospective effect, separate arrear bills shall be submitted.
29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of 1% of tender value only in the form of Demand Draft drawn in favour of Executive Officer, NAC Khariar Road failing which the tender shall be rejected out rightly.
30. 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 tenderer, the EMD will be adjusted towards interest free Performance Security Deposit. If the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD/SD shall stand forfeited without giving any further notice.

Signature of Bidder with Seal

31. The successful tenderer will have to furnish Performance Security Deposit of 1% of the Annual Contract value only in the form of Bank Draft from any Nationalised Bank/Schedule Bank drawn in favour of the authority covering the period of contract. No interest shall be paid on the performance security Deposit amount kept with the NAC.
32. In case of breach of any terms and conditions attached to this agreement, Security Deposit of the Manpower Service Provider shall be forfeited besides termination of the Agreement.
33. The Manpower service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by the NAC Office in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
34. 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 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 NAC office concerned.
35. 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.
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 Nuapada the place where the headquarters of the authority, who has executed the agreement, is located.
38. The successful bidder will enter into an agreement with this NAC for supply of suitable and qualified manpower as per requirement of this NAC on the above terms and conditions.

Signature of Bidder with Seal

AGREEMENT

This Agreement is made on this ____ day of _____ Between the Executive Officer, N.A.C, KHARIAR ROAD represented by _____, here-in-after Referred to as the “Authority” which shall, where the context so requires or admits, also include its successors or assignees of the one part

And

M/s _____ represented by Sri _____, here-in-after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of manpower for engaging in office work within the jurisdiction of N.A.C. Office;

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 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 construed 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 for office work within the jurisdiction of N.A.C., KHARIAR ROAD on daily wage basis in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto _____.

Signature of Bidder with Seal

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
to sign on behalf of
Manpower Service Provider

Signature of the Authority authorised
An officer acting in the premises

In the presence of witness:-

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

Signature of Bidder with Seal