



ZILLA PARISHAD, MALKANGIRI

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No. 1480 / XXXIX-121/25,MGNREGA

Date. 12.03.2025

TENDER NOTICE

Sealed tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of Data Entry Operators, ACP & MGNREGS Assistants (07 Nos. + 07 Nos. + 17 Nos.) for 07 Blocks for handling MGNREGS related works for a period of one year on contract basis for day to day official work. The engagement of Manpower Agencies/Service Provider Firm shall be made through two Bid systems i.e. Technical & Financial Bid separately. The Technically qualified Manpower Agencies/Service Providers Firms can only participate in the Financial Bid. The undersigned reserves the right to accept or cancel any application without assigning any reason (s) thereof.

For details please visit our website in www.malkangiri.odisha.gov.in

1. Last date of receipt of Sealed Bid is on **27.03.2025** up to **5.30 PM** through Registered/ Speed Post only.
2. Opening of Bid papers i.e.(i) Technical Bid on: dt. 28.03.2025 at 11.30 PM
(ii) Financial Bid of eligible Tenders on dt. 28.03.2025 at 04.30 PM

By Order of Collector-cum-DPC, MGNREGS, Malkangiri


C.D.O.-cum-Executive Officer,
Z.P., Malkangiri

Memo No. 1481 /

Dated, 12.03.2025

Copy to the Joint Secretary, Information & Public Relation Department, Govt of Odisha for information and with a request to publish the above Tender Call Notice for one day at the Govt. approved rate in two daily prominent newspaper (one Odia & one English) for wide publication.

Copy to the District e-Governance Manager, Malkangiri for information with a request to web hoist the advertisement in the district website www.malkangiri.odisha.gov.in immediately.


C.D.O.-cum-Executive Officer,
Z.P., Malkangiri

Annexure-II

TENDER DOCUMENTS

Contents of Tender Document

Sl. No.	Description of contents	Page Number
1	Scope of work and general instructions for service bidders	4-5
2	Technical requirements for the tendering manpower service provider	6
3	Technical specification for the service provider and the manpower to be deployed in the Z.P. by the service provider	7
4	Terms & Conditions	8-11
5	List of documents to be provided with technical bid	12
6	List of documents to be submitted by the successful agency before deployment of manpower	12
7	Model Agreement	13
8	Terms & Conditions of Agreement	14-17
9	Technical Application-Technical Bid	18-20
10	Declaration	21
11	Undertaking	22
12	Tender Application-Financial Bid	23
13	Notes	24

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Zilla Parishad, Malkangiri requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **07 No. of ACPs @ 1 No. per Block & 17 No. of MGNREGS Assistants @ 2 per Blocks and 03 Nos. for Z.P. and 07 No. of D.E.Os @ 1 No. per Block** on contract basis for day to day official work under MGNREGS.
2. The contract for providing the aforesaid manpower is likely to commence after selection of the service provider by the selection committee and would ordinarily continue for a period of one financial year from the date of execution of agreement. The contract of Service Provider Firm may be extended or curtailed subject to requirement and satisfactory performance by the Firm. However, the Z.P., Malkangiri, reserves the right to terminate this initial contract at any time after giving **one week's** notice to the selected Service Provider.
3. The tentative requirement is of **31 (thirty one) numbers of ACPs/MGNREGS Assistants/ DEOs**. This includes 07 ACPs and 17 MGNREGS Assistants & 07 DEOs. The requirement may increase or decrease in any / all the categories as per requirement.
4. The estimated cost of the contract is Rs.57,00,000/-(Rupees Fifty Seven lakh) only.
5. The tender document can be downloaded from the official web site of Malkangiri District i.e **www.malkangiri.odisha.gov.in** The cost of tender paper is Rs.10000/- (Rupees ten thousand) only payable in shape of DD drawn in favour of Collector-cum-CEO, DRDA, Malkangiri payable at Malkangiri.
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.1,70,000/- (Rupees One Lakh Seventy Thousand) only and other requisite documents through **Registered/Speed Post** only (any other mode will not considered) by dt. 25.02.2025 **upto 5.30 PM** in the following addresses:-

Chief Development .Officer.-cum-Executive Officer, Zilla Parishad, Malkangiri,
At/P.O.- Malkangiri
Dist- Malkangiri, Pin-764048

7. The various crucial dates relating to "**Tender for providing Manpower Services to the Zilla Parishad, Malkangiri**" are as below.
 - (a) Last date and time of receipt of the sealed Tender documents by Speed Post/Registered Post: **dt. 27.03.2025 up to 5.30 PM.**
 - (b) Date and time for opening of
 - (i) Technical Bid : dt. 28.03.2025 at 11.30 PM
 - (ii) Financial Bid of eligible Tenders: dt. 28.03.2025 at 04.30 PM
 - (c) Likely date for commencement of deployment of required manpower: After finalization of tender
8. The sealed 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 Services to Zilla Parishad, Malkangiri** " and "**Financial Bid for Providing Manpower Services to Zilla Parishad, Malkangiri**. Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for providing Manpower Services under MGNRGA to Zilla Parishad, Malkangiri**".
9. The Earnest Money Deposit (EMD) of Rs.1,70,000/- (Rupees One lakh Seventy thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/ bank draft drawn in favour of Collector-cum-CEO, DRDA, Malkangiri **failing which the tender shall be rejected summarily.**
10. The successful tenderer will have to deposit a Performance Security Deposit of Rs 5,70,000/- (Rupees Five lakhs Seventy thousand only) in the form of Fixed Deposit Receipt (FDR)/Demand Draft from any Nationalized Bank drawn in favour of Collector-cum-CEO, DRDA, Malkangiri covering the period of

contract, within **ten days** on signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful tenderer.

11. The tendering Manpower Service providers are required to enclose self attested photocopies of the following documents, along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further:**

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidders letter head
- b) Demand Draft in support of Bid processing fee as applicable.
- c) Demand Draft in support of EMD as applicable.
- d) Copy of Certificate of Incorporation for Company, for firm or agency copy of commercial establishment registration certificate.
- e) Copy of GSTIN, 3B latest.
- f) Copy of PAN and TAN no.
- g) Copies of IT returns for the last three assessment years
- h) Copies of EPF & ESI Registration Number
- i) Copy of valid license under PSARA Act, 2005 (in case of Security Service)
- j) Copy of Bank Account details.
- k) Copies of the Income/Expenditure Statements along with Balance Sheet for the last 3 years duly certified by the Chartered Accountant.
- l) Copies of work orders from the previous organizations for providing services during last 5 years.
- m) Undertaking regarding non-blacklisting (On Stamp Paper)
- n) Undertaking regarding non-pending of any judicial proceedings (On bidder's Letter Head)
- o) Valid labour License for minimum two hundred labours in Malkangiri District.
- p) Valid ISO Certificate i.e. i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018.
- q) Copy of Bank solvency Certificate of minimum Rs.5.00 Crores.
- r) Copies of six months transactions amount certified by Manager of the Bankers.
- s) Copy of Net worth certified minimum Rs.5.00 Crores.

12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. 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 correction is permitted in the Financial Bid Form. In such cases, the tender shall be liable for rejection.** However, correction, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
14. The Technical bids shall be opened on the scheduled date and time i.e. at **11.30 P.M** on **dt. 28.03.2025** in the office chamber of the C.D.O.-cum-Executive Officer, Z.P., Malkangiri, in the presence of the Manpower Service Provider or their authorized representatives, and anyone who wishes to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial Bids shall be opened at **4.30 PM** on **dt. 28.03.2025** in the office of C.D.O.-cum-Executive Officer, Z.P. Malkangiri in the presence of the bidders or their authorized representatives, and anyone who wishes to be present on the spot at that time.
16. The Collector-cum-CEO, ZP, Malkangiri reserves the right to annul 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 specifications:
 - a. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Z.P., Malkangiri /Office. Besides, if the Z.P., Malkangiri /Head of Z.P., Malkangiri /Controlling Officer are procuring manpower for deployment in their filed office (s), the manpower service provider should provide the name, designation and contact 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 **two/three years'** experience in providing manpower to Government Departments/Public Sector/Private Companies.
 - 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 Z.P., Malkangiri) that may be required for providing man power services.
 - h. The Minimum annul turn-over of the company (to be assessed by the Department/ Office keeping in view the present contract).
 - i. Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
 - j. They should furnish GST registration certificate.
 - k. The sealed tender shall be of two bids 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 Zilla Parishad, Malkangiri "** and **"Financial Bid for Providing Manpower Services to Zilla Parishad, Malkangiri."** Both these sealed envelopes should be kept in a third sealed envelope super scribing **"Bid papers for providing Manpower Services to Zilla Parishad, Malkangiri."** Three separate envelope one each for Technical Bid, Financial Bid and DD etc shall be made which shall be inserted in one separate envelope super scribing in the top of the envelope **"Tender Notice for proving manpower service under MGNREGA to Z.P., Malkangiri "** and submitted along with the Tender Document by following the above procedure.
1. The Black listed Firm(s) shall out rightly be rejected. An undertaking by bidder should be furnished that, their firm(s) have never been Black listed in any district.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER IN THE ZILLA PARISHAD, MALKANGIRI**

1. He/She should be above 18 years of age and not be above 40 years as on the date of agreement.
2. The minimum Educational Qualification for DEOs & MGNREGA Assistants & ACP shall be Graduation in any discipline with proficiency in Computers.
3. The candidate shall have functional knowledge of computers and be well versed in MS Office Software and internet. He should also be proficient in other standard packages and applications.
4. The candidate shall have working knowledge of English and Odia on computer.
5. The candidates nominated by the qualifying firm shall be ready to report for work immediately after deployment by Z.P., Malkangiri
6. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence with the L₁ bidder for **(One year)** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expired 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 Zilla Parishad, Malkangiri, at present, has tentative requirement of **(07) Seven ACPs & 17(Seventeen) nos. of MGNREGS Assistants for 07 Blocks & Z.P. @ 2nos. each and 07 DEOs @ 1 No. per Block** on urgent basis. The requirement of the Z.P., Malkangiri, may further increase or decrease marginally, during the period of initial contract also and the bidder would have to provide additional manpower, if required on the same terms and condition.
6. The Manpower Service Provider will be bound by the terms and conditions as furnished by it to the Authority while submitting the tender or at any 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.
7. The Authority reserves the right to terminate the Agreement at any time after **giving 1 (One) Week** notice to the Manpower service provider.
8. The manpower service provider will have to deploy manpower within **seven days** of signing the agreement.
9. The person deployed shall be required to report for work at 10.00 AM in the office of the Block Development Officers as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.30 PM. and may also require to work beyond 5.30 PM for which he/she would not be paid any extra remuneration for additional work as and when required. 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.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Z.P., Malkangiri, so that optimal services of the persons deployed could be availed without any disruption.
11. The entire, financial liability in respect of manpower service deploy in Block offices shall be that of the Manpower Service Provider and the Block office concerned will in no way be liable for any lapses. 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 evidence as may be required by the Z.P., Malkangiri or Office concerned for reimbursement of Bill of the firm for the succeeding month. If at any point of time it is noticed that the agency paying lesser remuneration to the candidates than the rate quoted, the agreement shall be terminated and EMD & security etc deposits shall be forfeited forthwith.
12. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
13. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of all applicable laws in respect of manpower so deployed. The person deployed by the Manpower Service

- firm shall not have any claim whatsoever like employer and employee relationship against the Z.P., Malkangiri or any office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievance or resolution of disputes relating to person deployed. The Z.P., Malkangiri shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to be the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Z.P., Malkangiri or office concerned and an Authorized representative of the Manpower Service Provider.
 15. The Z.P., Malkangiri 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.
 16. 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.
 17. 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 whatsoever for any absorption in regular or other capacity in Z.P., Malkangiri or any offices attached to him/her.
 18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under any provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
 19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employment State Insurance Corporation etc. and a copy of the same shall be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act., 1970 if any, at his own part and cost.
 20. 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.
 21. The Person deployed by the Manpower Service should have good police records and no criminal case should be pending against them.
 22. 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 Z.P., Malkangiri or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

23. 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.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Z.P., Malkangiri or office concerned shall have no liability in this regard.
25. The Manpower Service Provider shall be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Z.P., Malkangiri or office concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self Attested photo copies of such documents shall be furnished to the Z.P., Malkangiri.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Z.P., Malkangiri or office concerned or any other authority under Law.
27. The Tax deduction at source (TDS) shall be done as per the provision of Income Tax Act/Rules, as amended, from time to time and certificate to this effect shall be provided by the office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the Z.P., Malkangiri or the office concerned is put to any loss / obligation, monetary or otherwise, the Z.P., Malkangiri or 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.
29. Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and non-payment of statutory dues or for any other reason. The Z.P., Malkangiri or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Z.P., Malkangiri or office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (refundable without interest) Rs.1,70,000/- (Rupees one lakh Seventy thousand) only in the form of Demand Draft drawn in favour of Collector-cum-CEO, DRDA, Malkangiri payable at Malkangiri **failing which the tender of the concerned agencies/firms shall be rejected out rightly.**
31. The Earnest Money Deposit in respect of agencies/firms which do not qualify the technical Bid (first stage) or Financial Bid (Second competitive stage)s shall be returned to them without any interest. **In case of successful tender, 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.**
32. The successful bidder shall have to deposit a Security Deposit of 6,84,000/- (Rupees Six lakhs Eighty Four thousand) only (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) issued in favour of Collector-cum-CEO, DRDA, Malkangiri covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be renewed accordingly by the successful bidder.
33. The successful tender will have to deposit a Performance Security Deposit of **Rs. 5,70,000/-**(Rupees Five lakh seventy Thousand) only in the form of Bank Guarantee from only in any Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance Security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
34. In case of breach of any terms and condition attached to this 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 raise the bill, in triplicate, along with attendance sheets in respect of the persons deployed and submit the same to the prescribed authority of the concerned offices 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.
36. The claim 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 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 Z.P., Malkangiri or office concerned.

37. The amount of penalty calculated @Rs.100/- per day on account of delay. If any, providing a suitable substitute for the period beyond three working days by Manpower Service Provider shall be deducted from monthly bills in the succeeding month.
38. 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.
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 District Civil court located at Malkangiri in the District of Malkangiri.
41. The successful bidder will enter into an agreement with the Zilla Parishad, Malkangiri for supply of suitable and qualified manpower as per requirement of the Z.P., Malkangiri on the above terms and conditions.
42. The procuring entity can also fix the service charge above 3.85% with proper justification, whenever required. However such charge should not exceed 7% in any case.

DOCUMENTS TO BE PROVIDED WITH TECHNICAL BID

1. Application - Technical Bid;
2. Covering letter along with power of attorney on the bidders letter head
3. Demand Draft in support of Bid processing fee as applicable.
4. Demand Draft in support of EMD as applicable.
5. Copy of Certificate of Incorporation for Company, for firm or agency copy of commercial establishment registration certificate.
6. Copy of GSTIN, 3B latest.
7. Copy of PAN and TAN no.
8. Copies of IT returns for the last three assessment years
9. Copies of EPF & ESI Registration Number
10. Copy of valid license under PSARA Act, 2005 (in case of Security Service)
11. Copy of Bank Account details.
12. Copies of the Income/Expenditure Statements along with Balance Sheet for the last 3 years duly certified by the Chartered Accountant.
13. Copies of work orders from the previous organizations for providing services during last 5 years.
14. Undertaking regarding non-blacklisting (On Stamp Paper)
15. Undertaking regarding non-pending of any judicial proceedings (On bidder's Letter Head)
16. Valid labour License for minimum two hundred labours in Malkangiri District.
17. Valid ISO Certificate i.e. i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018.
18. Copy of Bank solvency Certificate of minimum Rs.5.00 Crores.
19. Copies of six months transactions amount certified by Manager of the Bankers.
20. Copy of Net worth certified minimum Rs.5.00 Crores.

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

1. List of manpower shortlisted by agency for deployment in Zilla Parishad, Malkangiri, containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-Data of all candidates.
3. Any other document considered relevant.

AGREEMENT

This agreement is made on this _____ day of between the Governor of Odisha represented by _____, herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

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 service of " _____ are required in _____ Zilla Parishad & _____/office;

And whereas the "Manpower Service Provided" 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 as 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 as ' _____ " in the _____ (name of the Z.P.) _____/Office) 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 up to _____.

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
Service Provider

Signature of the officer Authority
officer acting in the premises for and
on behalf of the Governor of Odisha

In the presence of witness: -

Witness

1. Name _____
Address _____
2. Name _____
Address _____

Witness

1. Name _____
Address _____
2. Name _____
Address _____

TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from (date) and shall continue till (date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on (date) 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 the 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 rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior 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 persons deployed shall be required to report for work at 10.00 AM to the (Name of office) as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. 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.
8. The Manpower service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the office shall be that of the Manpower Service Provider and this office will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the office.
10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Manpower service Provider shall not have any claim whatever like Employer and Employee relationship against this office.

11. The Manpower service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. This office 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 grievances before a joint committee consisting of a representative of the office and an authorized representative of the Manpower service Provider.
12. The office 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.
13. The person deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
14. 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.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under provision of rules and Acts. Undertaking from the person deployed to this office shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under contract Labour (Regulations and abolition) Act, 1970 if any, at his own part of cost, if required under the act.
17. The Manpower Service Provider shall provide a substitute well in advance, if there occurs any probability of the persons leaving the job due to his/her for 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.
18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. The persons 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 office. The Manpower Service Provider shall be responsible for any Act of indiscipline on the part of the persons deployed.

20. The persons deployed shall, during of the course of their work be privy to certain qualified documents and information which they are not supported 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.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the office. The office shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested xerox copies of such documents shall be furnished to this office.
23. The Manpower Service Provider Shall maintains all statutory registers under the law and shall produce the same, on demand, to the Authority of this officer or any other authority under law.
24. The Tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and certificate to this effect shall be provided by this office.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of outstanding bills or the performance security deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. 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. This office will have no liability onwards non-payment of remuneration to the persons employed by the Manpower Service Provider to the outstanding statutory dues of the service provider to statutory authority. If any loss or damages caused to this office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.
27. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.

28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the concerned offices 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.
29. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office concerned.
30. The amount of penalty calculated @Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
31. The Authority Reserves the right to withdraw or relax any of the terms and conditions motioned above so as to overcome the problem encountered at a later stage.
32. 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.
33. 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.


C.D.O.-cum-Executive Officer,
Z.P., Malkangiri

APPLICATION - TECHNICAL BID

For Providing Manpower Services to Zilla Parishad, Malkangiri.

1.

1.	Name of the Bidder	
2.	Details of (a) Bid Processing Fee (b) Earnest Money Deposit: (Demand Draft Details)	(a)DD No.:
		(b)DD No.:
		(a) Date:
		(b) Date
		(a)Amount (Rs.):
		(b)Amount (Rs.):
		(a)Drawn on Bank:
		(b)Drawn on Bank:
3.	Name of the Director /	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code:
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN (Attach self-attested copy.)	
10.	E.P.F. Registration No. (Attach self-attested copy.)	
11.	E.S.I. Registration No. (Attach self-attested copy.) Attach attested copy)	

12.	PSARA Licence No. & Valid up to (Applicable In-case of Security Services Labour License No. for 200 labour	
13.	Acceptance to all the terms & Conditions of the tender (Yes/No).	
14.	Power of Attorney/ authorization letter for signing of the bid documents	
15.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
16.	Kindly mention the total number of pages in the tender document.	
17.	Valid ISO Certificate i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018.	
18.	Bank solvency Certificate minimum 5 crores.	
19.	Commercial establishment Registration Certificate	
20.	Net worth Certificate minimum 5 crores issued by C.A. firm.	
21.	Balance sheet for the last 3 years	

22. Financial Turnover of the bidder for the last 3 financial years. (*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1		
FY2		
FY3		

**from the date of issue of tender*

23. Details of the similar type service provided by the bidder in last 5years:

Sl. No.	Period	Name of Authority with Complete Address ,Fax no & email id	Type of services provided with details of manpower/ machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

24. Declaration

I, Shri Son/ Daughter/ Wife of Shri _____
, Proprietor/ Director/ Authorized signatory of _____
(Name of the Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information/ fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Representative with seal)

Place:

Date:

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

- (a) IT return for the financial year:- 2021-22 to 2023-24)
- (b) Labour Registration Certificate.(Minimum 200 labours)

Date:

Place:

Signature of Authorized person

Full Name :

Seal :

UNDERTAKING

[On the Bidder's Letter Head regarding not having any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature [In full
and initials]

Name and Designation of the Signatory:

APPLICATION - FINANCIAL BID

For providing Manpower Assistance to Zilla Parishad, Malkangiri.

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

Sl. No	Manpower Type	After deduction take home remuneration (per candidate)	EPF (employee contribution)	EPF (employer contribution)	ESI	Other Statutory dues, if any	Service Charge	Service Tax	Total Person
1	Data Entry Operator								07
2	MGNREGS Assistant								17
3	A.C.P.								07

N.B.- Remuneration of ACPs: - Rs.15,600/- per month
Remuneration of MGNREGS Assistants: - Rs.15,600/- per month.
Remuneration of D.E.Os: - Rs.13,900/- per month

Date:
Place:

Signature of Authorized Person
Full Name:
Seal:

Notes :

The acceptable % of the service charge in the price bid shall be decided by the committee at the time of opening of the price bid for selection of the bidder. As clarified by the Government, there will be not any ZERO service charges or a negligible service charge which is against fair play and suspected with hidden cost. Hence such quotations are liable to be rejected.

Note: A) It is clarified by the Government vide letter No.ME-1-IM-12/2014/14507 Dt.3-6-2014 that tender quoting zero or negligible service charges will not be taken into consideration and will be summarily rejected "As zero or negligible service charges are against fair play and suspected with hidden cost.

- B) The tendering agency have to explain in details the means they will adopt to utilize their service charge to meet all the contingencies in accordance with the Labour law presently in vogue required for their outsourcing service.
- C) It is obligatory on the part of outsourcing agency to manage duties of their manpower on off days and to follow all labour laws as applicable to them and that will be verified from time to time by the authority.
- D) Outsourced personnel is to be engaged by the service provider and authority/Government will not be liable for giving them contractual/permanent service in future. Such engagement by the service provider is absolutely temporary in nature and can be terminated at any time if deemed fit by the authority. False propaganda should not be spread by anybody that after a stipulated time these outsourced personnel will be made contractual, temporary, permanent employee of the establishment.
- E) 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.
- F) 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.