



COLLECTORATE: MALKANGIRI
(Social Security & EPD Section)

Bid Reference No. 717 /Estt. VI-38/2025

Dated 05.06.2025

TENDER NOTICE

Bids in sealed cover are invited under Two Bid system from reputed and experienced service providers for providing **services of Programme Assistants** to Office of the DSSO, Malkangiri, Sub-Collector, Malkangiri and its sub-ordinate Offices i.e. 07(Seven) Block Offices and 02 ULBs of Malkangiri District. The detail of the bidding process is as follows:

| Sl. No. | Bidding Schedule | Deadline |
|---------|-------------------------------------|------------|
| 1 | Date of Issue | 05.06.2025 |
| 2 | Due Date and Time of receipt of Bid | 16.06.2025 |
| 3 | Opening of Technical Bid | 17.06.2025 |
| 4 | Opening of Financial Bid | 17.06.2025 |

Bidders are required to submit the Technical and Financial bids separately. The bids in sealed cover-I containing "Technical Bid" and the sealed cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed with "Bid for Outsourcing of **11 No's of Programme Assistants** for the office of the DSSO, Sub-Collector, Malkangiri & sub-ordinate offices like Blocks, ULBs of this District, **must reach to the office of the DSSO, Collectorate, Malkangiri** on or before date **16.06.2025 by 5.30 PM** through **Speed Post/Registered Post**.

The Bid documents containing eligibility criteria, scope of work, terms and conditions of the tender and draft agreement can be downloaded from the district website malkangiri.odisha.gov.in

Complete Address for submission of Bid:

To

**The District Social Security Officer,
Collectorate, Malkangiri
Pin Code: 764045**

[Handwritten Signature]
5-6-2025
**Additional District Magistrate
Malkangiri
Additional District Magistrate (Gen.)
Malkangiri**

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Instruction to Bidders

A. **General Information:**

- The office of the DSSO, Malkangiri requires the service of reputed, well established, financially sound and registered Service Providers to provide **11 nos of Programme Assistants** by deploying adequately trained and disciplined persons at the offices like DSSO, Malkangiri, Sub-Collector, Malkangiri, 07 Blocks and 02 ULBs as per the requirement.
- Sealed tender are invited under two bid system from reputed manpower agencies/service providers to provide the services 11 nos of Programme Assistants for a period of one year w.e.f. 01st May 2025 and likely to be extended for a further period of one year subject to satisfactory performance, mutual agreement on yearly basis (Other terms & conditions will remain unchanged) through a suitable placement agency on contract basis to work in O/o the DSSO, Malkangiri, Sub-Collector's office and its sub-ordinate offices like 07 Blocks and 02 ULBs to discharge their duties in the respective Social Security Sections . Preference will be given to the Local Tenderers to provide personnel having previous experience for working in Office of the Collector, Malkangiri and its sub ordinate offices. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service provider.
- Bidders are required to submit the technical & financial bids separately. The bids in **Sealed Cover-I containing 'Technical Bid' and Sealed Cover-II containing 'Financial Bid'** should be placed in a **Third Sealed Cover Super- Scribed with "Bid for Outsourcing of 11 nos of Programme Assistants)"** must reach the undersigned on or before **16.06.2025 by 5.30 PM** by Speed Post/ Regd. Post only addressing to DSSO, Malkangiri, Collectorate, Malkangiri, 764045..
- The Service Providing Entity may fix the service charge with in Rs.200/- (Rupees Two Hundred) maximum as per the revised remuneration letter issued from SSEPD Department vide letter no:4832 Dated:03.05.2025.

- The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid or contact in Mobile No. 9937103154.

Eligibility criteria:

| Sl. No. | Eligibility Criteria | Supporting documents to be furnished along with the Technical Bid |
|---------|--|---|
| 1 | The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none"> Registered under the Companies Act 2013 Registered under the Indian Partnership Act 1932. Registered under the Indian Trusts Act 1882. Registered under the Societies Registration Act 1860. Registered under the Limited Liability Partnership Act 2008. | Certificate of Incorporation/ Registration Certificate or Commercial Establishment Registration or MSME Registration or NSIC Registration or Udyam Registration |
| 2 | The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central/ State Government/ Autonomous Bodies/ Corporate bodies. | Copies of the work order from the previous authorities. |
| 3 | The Registered Office/ Branch Office of the Service Provider must be located within the jurisdictional area of Odisha. | Valid address proof of the office (Copy of the Telephone or Electricity Bill or Agreement of House or Legal Document in this address) |
| 4 | Must have average annual financial turnover of Rs. 4.00 Crores during the last five financial years as on Dt. 31.03.2025. | Copies of audited Income/ Expenditure Statement and Balance Sheet for the concerned period or certified copy of C.A. |
| 5 | Must have its own bank account in any scheduled bank situated in Odisha. | Copies of the six months transaction amount certified by the Manager of the Bankers. |
| 6 | The agency should not have been blacklisted by any Central/ State government, or any other public sector undertaking or a corporation as on the date of this RFP. | An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form – T2] |

| | | |
|---|--|---|
| 7 | Must not have any pending judicial proceedings for any criminal offence against the Proprietor/ Director/ Persons to be deployed by the Service Provider. | An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form – T3] |
| 8 | Other Statutory Documents: | Copies of : <ul style="list-style-type: none"> • PAN, • TAN, • GSTIN, • Valid labour Licence for the minimum two hundred labours in Malkangiri district. • Valid ISO Certificate i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018. • Copies of EPF & ESI Registration Certificate. • Copy of Commercial Establishment Registration Certificate. • Copy of Bank solvency Certificate minimum Rs.1.00 Crores. • IT returns for the last3 Assessment years • Valid License under PSARA (Private Security Agencies Regulation Act. 2005) (In case of Security Services) |

Submission of Bid:

The proposal complete in all respect as specified must be accompanied with a Non-refundable amount **Rs. 1000/- (Rupees one thousand) only** towards **Bid Processing Fee** and **EMD of Rs. 10,000/-** in form of **Demand Draft** in favour of **the DSSO, Malkangiri** drawn in any scheduled commercial bank and payable to **O/o DSSO, Malkangiri** failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/Couriers as to reach the authority by date 16.06.2025, by 5.30 PM to the office of DSSO, Malkangiri.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing **“Technical Bid”** for providing services of 11 nos of programme Assistants and **“Financial Bid”** for providing 11 nos of

programme Assistants”. Both sealed envelopes must be kept in a third sealed envelope superscribing “Bid Document “for providing services of Programme Assistants in Malkangiri District”

B. List of Documents for submission

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

- a) Covering letter along with power of attorney on the bidder’s 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 (2022-23 to 2024-25)
- h) Copies of EPF & ESI Registration Number
- i) Copy of Bank Account details.
- j) Copies of the Income/Expenditure Statements along with Balance Sheet for the last 3 years.
- k) Copies of work orders from the previous organizations for providing services during last 5 years.
- l) Undertaking regarding non-blacklisting (On Stamp Paper)
- m) Undertaking regarding non-pending of any judicial proceedings (On bidder’s Letter Head)
- n) Valid Labour License for minimum two hundred labours in Malkangiri District.
- o) 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.
- p) Copy of Bank solvency Certificate of minimum Rs.1.00 Crore.
- q) Copies of six months transactions amount.

Any deviation from the prescribed procedures/ required information/ formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical Bid will be opened on 16.06.2025 at 11.30 AM in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on 16.06.2025 at 03.30 PM in presence of the authorized representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails

to comply with any of the terms and conditions of the bid. The MSME registration firms covered under MSME act and registered under NSIC are exempted from submission of E.M.D. and paper cost for processing, in this regard necessary valid documents to be submitted in technical bid.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of Contract at (L-1) price. However, the decision of the authority shall be final during the overall selection process. In case more than one firm quotes the same price, then the L-1 bidder will be decided on lottery basis/ or by immediate authority to the chairman.

The quoted rates shall not be less than the minimum wages fixed/ notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed/ provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

Duty time shall be fixed by the Authority of Head of the offices concerned.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

GENERAL INSTRUCTIONS FOR BIDDERS AND SCOPE OF WORK

A. GENERAL INSTRUCTIONS:

1. The persons deployed by the service provider shall be required to report for work at 10.00 AM and leave office at 5.30 P.M. and may also be required to work beyond 5.30 PM in case of urgent/emergency nature of work 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.

2. The persons deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
3. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
4. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Service Provider who shall get it verified from the designated office. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the person Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
5. 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 Service Provider.
6. 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 Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
7. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly remuneration to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.

8. The engagement of outsourced person shall be purely on outsourcing basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.
9. The persons to be engaged in these offices shall be given assignment as per the requirement of the office work and on due approval of Head of the office.

B. SCOPE OF WORKS:

The Programme Assistants engaged in the offices like all 07 Blocks, 02 ULBs, office of Sub-Collector, Malkangiri and DSSO, office are basically deployed to discharge their duties in Social Security Section i.e SSEPD Section of these offices. Whenever/wherever, if necessary, they may discharge their duties as assigned by the administrative authorities.

TECHNICAL REQUIREMENTS FOR THE PERSONS TO BE DEPLOYED

***BY THE SUCCESSFUL SERVICE PROVIDER IN THE O/o DSSO, MALKANGIRI, ODISHA -
764045***

1. The manpower to be engaged should be above 18 years of age and not exceeding 42 years.
2. The Minimum Educational Qualification will be a graduate with PGDCA or equivalent with good computer operational skills .
3. The manpower to be engaged should be skilled category and in a consolidated wage manner.

SECTION -III

Schedule of Requirement:

Tentative requirement of services to be deployed for the proposed services given here as under: -

(To be filled up by the Tender Inviting Authority)

| Sl. No. | Description | Requirement |
|-----------------|---|---------------|
| Manpower | | |
| 1 | Programme Assistants in all 07 Blocks, 02 ULBS, office of Sub-Collector & DSSO, Malkangiri | 11 nos |

SECTION – IV

GENERAL TERMS AND CONDITIONS

- 1.** For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
- 2.** The Service Provider must employ adult Labour only. Employment of child Labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 42 years and physically & MENTALLY sound to perform the duties.
- 3.** The Service Provider will be overall responsible for the person deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- 4.** The Service Provider shall exercise adequate supervision to ensure performance of person deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
- 5.** The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF&ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority’s location.
- 6.** Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of person deployed for the purpose.
- 7.** The Service Provider shall maintain personal file in respect of all the persons those are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESI Details etc.
- 8.** The persons to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
- 9.** The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower those are not found suitable by this office for any reasons immediately on receipt of such a request & provide substitute as per contract.

10. The Service provider shall ensure that the person deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any person while performing/discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
16. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. The 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. Sub-contracting is not allowed under this agreement.
19. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
20. The Service Provider will have to deposit the remuneration of the deployed person for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/ agreement or suppression of facts will attract termination of contract

with 1-month prior notice to the Service Provider.

- 23.** The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- 24.** 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.
- 25.** In the event of any dispute arising in respect of the clause soft he 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.
- 26.** All disputes shall be under the jurisdiction of the appropriate court.
- 27.** The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
- 28.** The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of outsourced person deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
- 29.** The Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.
- 30.** The service provider will be supplied additional service as and when required during the validity period of agreement.
- 31.** The outsourcing of services will be strictly only outsourcing of services, not manpower.

SECTION – V
TECHNICAL BID
COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

The Addl. District Magistrate (Gen.),
Malkangiri ,
PIN -764045

Sub: Tender for Outsourcing of **11 nos of Programme Assistants in SSEPD units of different offices like 07 Blocks, 02 ULBs, Sub-Collector Office and office of DSSO, Malkangiri.**[Technical Proposal]

Sir,

I, the undersigned, offer to participate in the tender process to provide services for **11 nos of programme Assistants** in accordance with your Tender Notice No.: _____ Dated _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____ Address
of the Bidder: _____

(FORM – T1)

| | | |
|-----|--|-----------------------|
| 1. | Name of the Bidder | |
| 2. | Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details) | DD No.: |
| | | Date: |
| | | Amount (Rs.): |
| | | 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 the 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. 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 1 crores. | |
| 19. | Commercial establishment Registration Certificate | |
| 20. | Balance sheet for the last 3 years | |
| 21. | Work orders from the previous organizations for providing services during last 5 years W.O No. a. b. c. d. e. | |

17. Financial Turnover of the bidder for the last 5 financial years. (*)

| Financial Year * | Turn Over Amount (In INR) | Average Turnover (in INR] |
|------------------|---------------------------|---------------------------|
| FY1 | | |
| FY2 | | |
| FY3 | | |
| FY4 | | |
| FY5 | | |

**from the date of issue of tender*

18. Details of the similar type service provided by the bidder in last 5years if any:

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

19. 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:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in Original.
2. EMD in the form of Demand Draft in Original.
3. Copy of tender document (each page must be signed and sealed).
4. Duly filled Technical Bid and Financial Bid.
5. List of Documents as applicable.

FORM-T2**UNDERTAKING**

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I hereby undertake that, our organization has not been blacklisted/ debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM-T3**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:

Name of the Bidder and Address:

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least (L1) Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the *lowest and competitive evaluated bid price*.

SECTION – VI**FINANCIAL BID****COVERING LETTER***(BIDDER LETTERHEAD)**[Location, Date]***To**

**The Additional District
Magistrate (Gen.),
Malkangiri,
PIN-764045**

Sub: Tender for Outsourcing of 11 nos of Programme Assistants [Financial Proposal]

Sir,

I, the undersigned, offer for providing services of 11 nos of programme assistants in accordance with your Tender No._____, Dated _____. Our attached financial price is *[Insert amount(s) in words and figures]* for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory
[In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

(FORM -F1)**(Administrative Charge)****APPLICATION – FINANCIAL BID****For Providing personnel Assistance to the Office of the Collector, Malkangiri, Odisha 764045.**

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

| Sl. No | Personnel Type(Experience wise) | Monthly Rate per person | | | | | | Total per person (3+4+5+6+7+8) |
|--------|---------------------------------|--|----------------------|-----------------------|-----------------------------|----------------|----------|-----------------------------------|
| | | * Basic Remuneration of each person (Includes Employees EPF & ESI Share) | EPF @ 13% (Employer) | ESI @ 3.25%(Employer) | Other statutory dues if any | Service charge | GST@ 18% | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 01 | Basic Wage | 12262 | 1594 | 399 | .. | | | |
| 02 | Less than 05 years | 15600 | 2028 | 507 | | | | |
| 03 | 5+ to 10 years | 16600 | 2158 | 540 | | | | |
| 04 | 10+ to 15 years | 17600 | 2288 | 572 | | | | |
| 05 | 15+ to 20 years | 18600 | 2418 | 605 | | | | |
| 06 | 20+ to 25 years | 19600 | 2548 | 637 | | | | |
| 07 | More than 25 years | 20600 | 2678 | 670 | | | | |

- Minimum remuneration per person and fixation of remunerations will be as per the letter no:4832 Dated:03.05.2025.
- EPF/ESI of employees shall be borne by employees and shall be deducted as applicable.
- The follow the letter no:4832 dated:03.05.2025 of Additional Secretary to Government on SSEPD Department for more information.

Date:

Signature of authorized person

Full Name:

Place:

Seal:

Notes:

1. **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 has 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 person 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 Collector, Malkangiri.

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.

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 person.

SECTION – VII**BID SUBMISSION CHECK LIST**

| Sl. No. | Description | Submitted (Yes/No) | Page No. |
|---------------------------------|--|--------------------|----------|
| TECHNICAL BID (ORIGINAL) | | | |
| 1 | Covering Letter in Bidders Letter Head | | |
| 2 | Bid Processing Fee | | |
| 3 | EMD | | |
| 4 | Copy of Incorporation or Registration Certificate of the Bidder or Commercial establishment registration. | | |
| 5 | Copy of PAN & TAN | | |
| 6 | Copy of GSTIN & 3b | | |
| 7 | Copies of Income Tax Clearance Certificate for the last three Assessment years | | |
| 8 | Copy of Valid EPF & ESI Certificate, ISO Certificate | | |
| 9 | Copy of valid PSARA License (in case of Security Services)/Labour license | | |
| 10 | TECHNICAL BID duly filled in (Covering Letter, FORM- T1, T2 and T3) | | |
| 11 | Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years, Net Worth, Bank Solvency and Banker transaction certificate last six month. | | |
| 12 | Power of Attorney in favour of the person signing the bid on behalf of the bidder. | | |
| 13 | List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities | | |
| 14 | Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. (FORM- T2) | | |
| 15 | Undertaking for not having any police case pending against the bidder (FORM- T3) | | |
| FINANCIAL BID (ORIGINAL) | | | |
| 1 | Covering Letter in Bidders Letter Head | | |
| 2 | Duly Filled in Financial Bid (FORM- F1) | | |

It is to be ensured that:

- *All information has been submitted as per the prescribed format only.*
- *Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.*
- *All pages of the proposal need to be sealed and signed by the authorized representative.*

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

SECTION – VIII

SERVICE AGREEMENT

(To be made on Rs.100.00 Non-Judicial Stamp Paper)

The agreement will be made upon the finalization of Selection process as per the instructions issued vide letter no:WCD-ICDS-SCHM(MAMATA)-0163-2015: 17431 /WCD, Dated:26.10.2016 of Principal Secretary to Government in SSEPD and Commissioner-cum-Secretary to Government in W&CD Deptt . Annexure - II.



Government of Odisha
Department of Social Security & Empowerment of Persons with Disabilities

No. 4832 /SSEPD
 SSEPD-SS2-SS-0001-2024

Dt. 03.05.2025

From
 Deepak Routrai, OAS (SAG)
 Additional Secretary to Government

To
 All DSSOs

Sub: Revision of remuneration of Programme Assistants engaged under NSAP-reg.

Ref: This Department release order Memo no. 4830 dtd. 03.05.2025

Madam/Sir,

In inviting a reference to the subject cited above, I am directed to say that GA&PG Department vide their Resolution No. 7982 dtd. 07.03.2024 had enhanced the remuneration of the manpower provided by Service Provider Agencies. Accordingly, the remuneration of Programme Assistants engaged under NSAP has been revised based on the years of experience as follows:

| REVISED RATE OF REMUNERATION | | | | | | |
|-------------------------------|--|----------------|-----------------|-----------------|-----------------|--------------------|
| EXISTING MONTHLY REMUNERATION | REVISED MONTHLY REMUNERATION BASED ON YEARS OF EXPERIENCE (in Rs.) | | | | | |
| WAGES PER MONTH (in Rs.) | Less than 5 years | 5+ to 10 years | 10+ to 15 years | 15+ to 20 years | 20+ to 25 years | More than 25 years |
| 12,262 | 15,600 | 16,600 | 17,600 | 18,600 | 19,600 | 20,600 |

The total cost of engagement including all statutory dues of Programme Assistants based on the years of experience is annexed at Annexure-A and the monthly remuneration of all engaged Programme Assistants from April 2025 to June 2025 of FY 2025-26 is at Annexure-B.

It is, therefore, requested to take all necessary steps for release of remuneration to the Programme Assistants as per the revised rate.

Yours faithfully,

3.5.2025
 Additional Secretary to Government

Memo No. 4833 //SSEPD

Dt. 03.05.2025

Copy forwarded to all Collectors for kind information and necessary action.

3.5.2025
 Additional Secretary to Government

Remuneration of Programme Assistants as per GA&PG Department Resolution No. 7982 dtd. 07.03.2024

| A | | Details of Programme Assistant | | | | | | | | | | | | | |
|------------|--------------------|--|---|---|---|---|------------------|---|---------------------------------|--------------------------|---------------------------|---------------------------|---------------------------|----------------------------------|--|
| 1 | Name | | | | | | | | | | | | | | |
| 2 | ID No. | | | | | | | | | | | | | | |
| 3 | Grade/Designation | | | | | | | | | | | | | | |
| 4 | Registered EPF No. | | | | | | | | | | | | | | |
| 5 | Registered ESI No. | | | | | | | | | | | | | | |
| 6 | Gender | | | | | | | | | | | | | | |
| 7 | Job Location | | | | | | | | | | | | | | |
| 8 | Date of Joining | | | | | | | | | | | | | | |
| 9 | Bank Name. | | | | | | | | | | | | | | |
| 10 | Branch Name | | | | | | | | | | | | | | |
| 11 | Bank account No. | | | | | | | | | | | | | | |
| 12 | IFSC Code | | | | | | | | | | | | | | |
| B | | Gross wage earned (in Rs.) | | | | | | | | | | | | | |
| Column No. | A | B | C | D | E | F | G | J | I | K | L | M | N | O | |
| Row No. | 1 | Number of days worked | | | | | | | | | | | | | |
| 17 | 2 | Basic Wage per day | | | | | Formula | Pre-revised Basic wage of Programme Assistants engaged under NSAP | Experience of less than 5 years | Experience of 5-10 years | Experience of 10-15 years | Experience of 15-20 years | Experience of 20-25 years | Experience of more than 25 years | |
| 18 | 3 | Basic Salary (B1*B2) | | | | | G18 | 12262 | 15600 | 16600 | 17600 | 18600 | 19600 | 20600 | |
| 19 | 4 | Allowances (specify) | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 20 | i. | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 21 | ii. | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 22 | iii. | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 23 | 5 | Over Time | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 24 | 6 | Any Other | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 25 | 7 | Total Gross | | | | | G25=SUM(G18:G24) | 12262 | 15600 | 16600 | 17600 | 18600 | 19600 | 20600 | |
| 26 | C | Deductions | | | | | | | | | | | | | |
| 27 | 1 | EPF (Employee's share 12% of Basic) | | | | | G27=G25*0.12 | 1471 | 1872 | 1992 | 2112 | 2232 | 2352 | 2472 | |
| 28 | 2 | ESI (Employee's share 0.75% of Basic) | | | | | G28=G25*0.0075 | 92 | 117 | 125 | 132 | 140 | 147 | 155 | |
| 29 | 3 | Others (specify such as Income Tax, Professional Tax etc.) | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 30 | 4 | Total Deductions | | | | | G30=G27+G28 | 1563 | 1989 | 2117 | 2244 | 2372 | 2499 | 2627 | |
| 31 | D | Net Salary Payble (B-C) | | | | | G31=G25-G30 | 10699 | 13611 | 14484 | 15356 | 16229 | 17101 | 17974 | |
| 32 | E | EPF Deposit | | | | | | | | | | | | | |
| 33 | 1 | Employer's Share @ 13% of the Basic | | | | | G33=G25*0.13 | 1594 | 2028 | 2158 | 2288 | 2418 | 2548 | 2678 | |
| 34 | 2 | Total EPF deposit for the month (C1+E1) | | | | | G34=G27+G33 | 3066 | 3900 | 4150 | 4400 | 4650 | 4900 | 5150 | |
| 35 | F | ESI Deposit | | | | | | | | | | | | | |
| 36 | 1 | Employer's Share @ 3.25% of the Basic | | | | | G36=G25*0.0325 | 399 | 507 | 540 | 572 | 605 | 637 | 670 | |
| 37 | 2 | Total EPF deposit for the month (C2+F1) | | | | | G37=G28+G36 | 490 | 624 | 664 | 704 | 744 | 784 | 824 | |
| 38 | G | Total amount billed for the employee | | | | | | | | | | | | | |
| 39 | 1 | Gross+E1+F1 | | | | | G39=G25+G33+G36 | 14255 | 18135 | 19298 | 20460 | 21623 | 22785 | 23948 | |
| 40 | 2 | (Add) service charge(variable from district to district) | | | | | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 201 | |
| 41 | 3 | Total (G1+G2) | | | | | G41=G39+G40 | 14455 | 18335 | 19498 | 20660 | 21822.5 | 22985 | 24149 | |
| 42 | 4 | (Add) GST@ 18% on G3 | | | | | G42=G41*0.18 | 2602 | 3300 | 3510 | 3719 | 3928 | 4137 | 4347 | |
| 43 | 5 | Total amount billed for the employee (G3+G4) | | | | | G43=G41+G42 | 17056 | 21635 | 23007 | 24379 | 25751 | 27122 | 28495 | |

AGREEMENT

This Agreement is made on this _____ day of _____ between the _____ or authorized person here-in after referred to as the Authority which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

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

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Deptt _____ 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 as " _____ " in the _____ (name of the Department / Office) in conformity with the provisions of the Terms & Conditions.
3. That, the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms & 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 ,
Authorised to sign
On behalf of
Manpower Service Provider

Signature of the Authority
An officer acting in the premises for
and on behalf of the Govt. of
Odisha

In the presence of witness

Witness

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

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

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ (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 some additions/ deletions/ modifications for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a 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 Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he would 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. In case the person deployed is asked to work beyond 8 PM he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/-(fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Department or Office or concerned shall be that of the Manpower Service Provider and the Department 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 evidence as may be required by the Department or Office concerned.

12. 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 whatsoever like employer and employee relationship against the Department or Office concerned.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 Department or Office concerned and an Authorized representative of the Manpower Service Provider.

14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

16. In case of termination of this Agreement 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.

17. The person deployed shall not claim any benefit or compensation or absorption 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 copy of the registration should 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, if required under the Act.

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

20. The persons 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 or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22. 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.

23. 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 department or office concerned. The Department or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

26. 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 Department or office concerned.

27. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

30. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department 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 far as possible the payment will be released by the second week of the succeeding month.

31. 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 month. A requisite portion of the bill or whole or the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

32. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

33. 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.

34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

Signature of the Service Provider

Signature of the Authority

Witness:-

1.

2.

3.

Witness:-

1.

2.

3.
