



OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, MAYURBHANJ, BARIPADA

Dist- Mayurbhanj, Odisha, Pin-757001

E-mail: dm-mayurbhanj@nic.in

No. 5908 /Estt. Date: 20.12.2023 //

**INVITATION OF PROPOSAL FOR HIRING OF MANPOWER ON
OUTSOURCING BASIS**

Sealed tenders are invited from reputed Service Providing Agency in the prescribed format, having registered office located within State of Odisha and possessing valid license, statutory clearance, Service Tax Registration, EPF Registration, ESI Registration and PAN No. for providing services of 104 Group-D personnel [viz. Peon/Collection Peon/ Orderly Peon-79, Process Server-02, Chainman-14, Watchman/Sweeper-02, Daftary-05, Other (kitchen Helper, Room Attendant)-02] for subordinate offices and District Offices under the administrative control of Collector & District Magistrate, Mayurbhanj for a period of one year on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid post has been given in the Tender Document which may be downloaded from the District website i.e. (www.mayurbhanj.nic.in). The last date and time for submission of Tender Document is 05.01.2024 up to 05.00 PM by Speed Post or Registered Post only at the Address mentioned below.

Assistant Collector,
Establishment Section,
Collectorate, Mayurbhanj,
Baripada-757001.

Technical bid will be opened on 06.01.2024 at 11.00 AM.

Financial bid will be opened on 06.01.2024 at 01.00 PM.

The undersigned reserves the right to accept or cancel any application without assigning any reason(s) thereof.


Collector & District Magistrate,
Mayurbhanj.

**TENDER DOCUMENT FOR ENGAGEMENT OF 104
(ONE HUNDRED FOUR) NOS. OF GROUP-D
PERSONNEL ON OUTSOURCING BASIS THROUGH
SERVICE PROVIDER AGENCY**

COLLECTOR & DISTRICT MAGISTRATE, MAYURBHANJ



TENDER DOCUMENT

Different Important Dates of the Tender for Providing Services of Group-D Personnel by Service Provider Agency

(a)	Period of display the Tender Document in the web portal :	From 21/12/2023 to 05/01/2024
(b)	Last date and time for Submission of Tender Document	05/01/2024 at 5.00 P.M.
(c)	Date and time for opening of (i) Technical Bids : (ii) Financial Bids of eligible Bidders :	06/01/2024 at 11.00 A.M. 06/01/2024 after scrutiny of technical bids
(d)	Likely date for commencement of service :	15/01/2024



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SCOPE OF WORK AND GENERAL INSTRUCTION FOR SERVICE BIDDERS

1. The Collector & District Magistrate, Mayurbhanj requires the service of reputed, well established and financially sound Service Providers Agency to provide services of 104 Group-D personnel (viz, Peon/Collection Peon/ Orderly Peon-79, Process Server-02, Chainman-14, Watchman/Sweeper-02, Daftary-05, Other (kitchen Helper, Room Attendant)-02 for sub-ordinate offices and District Offices under the administrative control of Collector & District Magistrate, Mayurbhanj for a period of one year on contract basis for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from **15/01/2024** and would continue till **14/01/2025**. The period of the contract may be further extended beyond **14/01/2025** provided the requirement of the District Office, Mayurbhanj for manpower persists at that time or may be curtailed / terminated before **14/01/2025** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider Agency or because of change in the District Office, Mayurbhanj's requirements. The Collector & District Magistrate, Mayurbhanj however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider Agency.
3. This District Office, Mayurbhanj has tentative requirement for services of 104 Group-D personnel for sub-ordinate offices and District Offices under the administrative control of Collector & District Magistrate, Mayurbhanj for day to day official work. The requirements may decrease in any/ all the categories.
4. The estimated cost of the contract is Rs. **1,26,04,800/- (Rupees one crore twenty six lakhs four thousands and eight hundred)** only.
5. The tender document can be downloaded from the website **www.mayurbhanj.nic.in**
6. The interested Service Providers Agency may submit the tender document complete in all respects along with Tender paper cost of **Rs. 10,000/- (Ten thousands)** only & Earnest Money Deposit (EMD) of **Rs. 2,00,000/- (Rupees two lakh)** only and other requisite documents by **05/01/2024 up to 5:00 PM** to Assistant Collector, Establishment Section, Collectorate, Baripada, Mayurbhanj through Registered / Speed Post. The Tender Paper cost is non refundable.
7. The interested service providers are required to send their Tender papers complete in all respect so as to be received by the Assistant Collector, Establishment Section,



Collectorate, Baripada, Mayurbhanj within **05:00 PM of dated 05/01/2024**. Any Tenders papers received beyond **05:00 PM of dated 05/01/2024** shall not be entertained.

8. The various crucial dates relating to "Tender for Providing Manpower Services to the Sub-ordinate offices and District Office, Mayurbhanj are cited as under.

(a) Date and time of receipt of the Tender documents by speed post/ Registered post: **05/01/2024 up to 5:00 PM**

(b) Date and time for opening of

(i) Technical Bid : **06/01/2024 , at 11.00 AM**

(ii) Financial Bids of eligible Tenders : **06/01/2024 , at 01.00 PM**

And selection

(c) Likely date for commencement of

Deployment of required manpower : **15/01/2024**

9. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to District Office, Mayurbhanj**" & "**Financial Bid for Providing Manpower Services to District Office, Mayurbhanj**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to District Office, Mayurbhanj**".

10. The Tender paper cost of **Rs. 10,000/- (Ten thousands)** only (Non-refundable) and Earnest Money Deposit (EMD) of **Rs 2,00,000/- (Rupees two lakh)** only, refundable (Without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand draft/Pay order drawn in favour of Collector & District Magistrate, Mayurbhanj payable at Baripada failing which the tender shall be rejected summarily.

11. The successful bidder will have to deposit **5% of estimated cost of the contract as Performance Security Deposit** in the form of Bank Guarantees from Nationalized bank drawn in favour of Collector & District Magistrate, Mayurbhanj 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 bidder.

12. The tendering Service Providers Agency are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Central Government / any Gazetted Officer not below the rank of Sub-Collector of the State Governments, along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
 - (a) Registration certificate of the organization.
 - (b) Copy of PAN / GIR card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI certificates and latest return filed by the agency;
 - (e) Copy of the GST registration certificate and latest return filed by the agency;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
13. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
14. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
15. The Technical bids shall be opened on the scheduled date and time at **11:00 AM on 06/01/2024** in the office of the **Collector & District Magistrate, Mayurbhanj** in the presence of the representatives of the Service Providers Agency, if any, who wish to be present on the spot at that time.
16. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at **1:00 PM on 06/01/2024** in the office of **Collector & District Magistrate, Mayurbhanj** in the presence of the representatives of the Service Providers Agency, if any, who wish to be present on the spot at that time.
17. The Competent Authority i.e. the **Collector & District Magistrate, Mayurbhanj** reserves the right to reject all bids without assigning any reason.



TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER AGENCY

1. The tendering Service Provider Agency should fulfill the following technical specification.
 - a. The registered office or one of the branch offices of the Service Providers Agency should be located within the jurisdiction of the user i.e. the Collector & District Magistrate, Mayurbhanj. Besides, if the Collector & District Magistrate, Mayurbhanj / Controlling Officer are procuring manpower for deployment in their Field Office (s), the Service Provider Agency should provide the name, designation and contract number of the person to liaise with the said Field Office (s).
 - b. They should be registered with the appropriate registration authority.
 - c. They should have at least three years experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
 - d. They should have their own Bank Account;
 - e. They should be registered with Income Tax and GST 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 Collector & District Magistrate, Mayurbhanj that may be required for providing manpower services.
 - h. The Minimum annual turn-over of the company of last 3 years shall at least be 5 times of the present contract value.
 - i. The Agency must have executed contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.



TECHNICAL REQUIREMENTS FOR THE MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER AGENCY IN THE OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, MAYURBHANJ.

1. The Group-D personnel should have 18 years and not more than 50 years of age.
2. The Minimum Educational Qualification must be 7th standard.
3. They may have experience in doing peon works in the office and carrying files, daks, official papers and books, orderly works, security, sweeping, cleaning, dusting, gardening, marketing etc. For Sweeper-cum-watchman, the applicant must be in good physical health condition and to be vigilant during the silent hours. Lack of knowledge of the above-mentioned works will lead to their immediate disengagement
4. They must not have any criminal antecedent. Each Group-D personnel, at the time of his engagement, shall furnish a self declaration of not having any criminal antecedent duly verified and certified by the Agency to the Authority.
5. The Group-D personnel should have the permanent residence within the jurisdiction of the user i.e. the Collector & District Magistrate, Mayurbhanj.



ANNEXURE-I**APPLICATION- TECHNICAL BID****FOR PROVIDING SERVICES OF GROUP-D PERSONNEL IN THE OFFICE OF THE COLLECTOR AND DISTRICT MAGISTRATE, MAYURBHANJ**

1.	Name of Tendering Service Provider Agency	
2.	Details of Bid Security (Bank Guarantee/ Term deposit Receipt (TDR) number, date and amount & details of Bank)	
3.	Name of Proprietor/ Partner/ Director	
4.	Full Address of Registered Office (with PIN Code)	
	Telephone No:	
	Mobile No:	
	FAX No:	
	E-mail ID:	
5.	Full Address of Operating/Branch Office (if any)	
6.	Name, Telephone No/Mobile No/ E-mail ID of Authorized Officer/Person to co-ordinate with the Office of the Collector & District Magistrate, Mayurbhanj	
7.	Banker of the Service Provider Agency. (Attached copy of statement of A/c for the last six months)	
8.	PAN No:(Attach copy of the PAN)	
9.	Statutory Registration No: (under License & Contract Labour Act. 1970 obtained from Labour Department, Government of Odisha)(Attach attested copy)	
10.	GST Registration No. (Enclose attested copy of the certificate)	
11.	EPF Registration No. (Enclose attested copy of the Certificate)	

12.	ESI Registration No. : (Enclose attested copy of the Certificate)	
13.	Cost of tender Document details. (Bank Draft details)	
14.	Financial turnover of the Tendering Service Provider Agency for the last 3(three) Financial Year:	
Financial Year	Amount (in Lakhs)	Remarks, if any
2020-21		
2021-22		
2022-23		
15. Give details of the similar contracts handled by the tendering Service Provider Agency during the last three years in the following form at (if the space provided is insufficient, a separate sheet may be attached) :		

Sl.No.	Name of client, address, telephone, FAX. No. & email ID	Man Power Services provided		Annual Bill amount (In Lakhs)	Duration of contract	
		Type of man power provided	No.		From	To
16. Additional information, if any (Attach separate sheet, if required)						

Date:

Place:

Signature of authorized person with seal

Full Name :

Telephone No/Mobile No.

E-Mail ID

ANNEXURE-II

Declaration

1. I, _____ Son/ Daughter/ Wife of Shri _____
Proprietor / Director/ Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Name:

Seal:



ANNEXURE-III

APPLICATION – FINANCIAL BID

For Providing Services of 104 Group-D personnel in the Office of the Collector & District Magistrate, Mayurbhanj

1. Name of Tendering Service Provider Agency: _____
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc. The Bidders shall take in to account the expenses to be incurred and statutory dues (**income tax, TDS@1%/2% and GST TDS@2% from gross bill etc**) while quoting the service charge.

Sl No.	Manpower Type	Monthly Rate per Person						
		*Take home remuneration per month (Net)	EPF (13%)	ESI (3.25 %)	Other Statutory dues, if any	Service Charge	GST	Total per person (Gross)
1.								

* Minimum take home remuneration of Group-D personnel is Rs. 10,100/- per month per person as per Finance Department Letter No.30722/F Dated 06.11.2021.

Date:

Place:

Signature of Authorized Person

Name:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. The service charge shall be quoted as per Finance Deptt. Office Memorandum No. 19595/F Dt. 11.07.2023 (copy enclosed).

TERMS CONDITIONS

GENERAL:

1. The Agreement shall commence from **15/01/2024** and shall continue till **14/01/2025** unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on **14/01/2025** unless extended further by the mutual consent of the service provider agency 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 service provider agency and the authority. However, under no circumstances the manpower/ personnel engaged shall be allowed to continue for more than two years, so as to avoid future litigation relating to regularization.
4. The service provider agency 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 Collector & District Magistrate, Mayurbhanj, at present has tentative requirement of 104 (One hundred and four) nos. of Group-D personnel, [viz. Peon/Collection Peon/ Orderly Peon-79, Process Server-02, Chainman-14, Watchman/Sweeper-02, Daftary-05, Other (kitchen Helper, Room Attendant)-02] on urgent basis for day today official work at sub-ordinate offices and District Offices under the administrative control of Collector & District Magistrate, Mayurbhanj for a period of one year on contract basis. The requirement of Group-D personnel may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower service, if required on the same terms and condition.
6. The service provider agency will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished 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 and forfeiture of performance Security (Bid

Security). Action as deemed proper shall be initiated against the service provider agency.

7. The authority reserves the right to terminate the agreement at any time during the period of contract after giving 15 days notice to the service provider agency.
8. The person deployed shall be required to report for work at 10.00 AM to the office of the Collector & District Magistrate, Mayurbhanj or such other Officer 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 would not be paid any extra remuneration. The persons deployed in the office will be called on holidays to attend duty if required in case of urgency. 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. They are entitled for special leave as per FDOM No. 30794 Dated. 06.11.2021
9. The service provider agency shall nominate a coordinator who shall be responsible for immediate interaction with the office of the Collector & District Magistrate, Mayurbhanj, Baripada so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deploy in the office of the Collector & District Magistrate, Mayurbhanj or office concerned shall be that of the service provider agency and office of the Collector & District Magistrate, Mayurbhanj or office concerned will in no way be liable. It will be the responsibility of the service provider agency to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidences as may be required by the office of the Collector & District Magistrate, Mayurbhanj or office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated EMD & security deposits shall be forfeited.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the service provider agency shall be the "Employer" within the meaning of different Rules & Acts in respect of Manpower so deployed. The persons deployed by the service provider agency shall not

- have any claim whatsoever like employer & employee relationship against the Collector & District Magistrate, Mayurbhanj or office concerned.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Collector & District Magistrate, Mayurbhanj shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the service provider agency the deployed person can place their grievance before a joint committee consisting of a representative of the Collector & District Magistrate, Mayurbhanj or office concerned and authorized representative of the service provider agency.
 14. The Collector & District Magistrate, Mayurbhanj shall not be responsible for any financial loss or any injury to any person deployed by the service provider agency 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 service provider agency 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 service provider agency.
 18. The service provider agency must be registered with the concerned Govt. Authorities i.e. Labour commissioner, Provident fund authorities, Employees state insurance corporation etc. and a copy of the registration should be submitted. The service provider agency shall comply with all the legal requirements for obtaining license under contract labour (regulations and abolition) act, 1970 if any at his own part of cost.
 19. The service provider agency 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 agency. The service provider agency shall be responsible for contributions towards provident fund and employee state insurance, whatever applicable.

20. The person deployed by the service provider agency should have good police records and no criminal case should be pending against them. The Police verification report of the antecedents of the deployed personnel can be made at the discretion of the Collector & District Magistrate, Mayurbhanj.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Collector & District Magistrate, Mayurbhanj or office concerned. The service provider agency shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL:

1. 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 agency as well as the person deployed liable for penal action under the application laws besides, action for breach of contract.
2. The service provider agency 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 office of the Collector & District Magistrate, Mayurbhanj or office concerned shall have no liabilities in this regard.
3. The service provider agency shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the Collector & District Magistrate, Mayurbhanj or office concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the Collector & District Magistrate, Mayurbhanj or office concerned as and when required.
4. The service provider agency shall maintain all statutory registers under the law and shall produce the same on demand, to the Collector & District Magistrate, Mayurbhanj or office concerned or any other authority under law.

5. The Tax Deduction at Source(T.D.S) shall be done as per the provision as per the Income Tax Act/Rules, GST Act/Rules, as amended from the time to time and certificate to this effect shall be provided to the office of the Collector & District Magistrate, Mayurbhanj or office concerned.
6. In case the service provider agency fails to comply with any liability under appropriate law and as result thereof, the Collector & District Magistrate, Mayurbhanj or to the office concerned is put to any loss/obligation, monetary or otherwise, the Collector & District Magistrate, Mayurbhanj or to the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance security (Bid Security) deposit of the service provider agency, to the extent to the loss or obligation in monetary terms.
7. The Agreement is liable to terminate because of non-performance deviation of terms and conditions of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Collector & District Magistrate, Mayurbhanj or office concerned will have no liability towards non-payment of remuneration to the person employed by the service provider agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Collector & District Magistrate, Mayurbhanj or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

FINANCIAL:

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest of **Rs.2,00,000/- (Rupees two Lakh) only** in the form of Demand draft/ Pay order drawn in favour of Collector & District Magistrate, Mayurbhanj **failing which the tender shall be rejected out rightly.**
2. The Earnest Money Deposit in respect of the agencies which do not qualify the technically bid (first state)/ Financial bid (second competitive stage) shall be returned to them. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
3. The successful bidder will have to deposit **5% of estimated cost of the contract as Performance Security Deposit** in the form of Bank Guarantees

from Nationalized bank drawn in favour of Collector & District Magistrate, Mayurbhanj 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 bidder.

4. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the service provider agency shall be liable to be forfeited besides annulment of the agreement.
5. The service provider agency shall raised the bill in triplicate along with attendance sheet duly verified by the Collector & District Magistrate, Mayurbhanj 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, subject to availability of funds.
6. The claim in bills regarding Employees State Insurance, Provident Fund, GST, 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 Collector & District Magistrate, Mayurbhanj or office concerned.
7. 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 service provider agency shall be deducted from its monthly bills in the succeeding month.
8. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
9. 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.
10. 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.
11. The successful bidder will enter into an agreement with the Collector & District Magistrate, Mayurbhanj for supply of suitable and qualified manpower as per requirement in the office of the Collector & District Magistrate, Mayurbhanj and its sub-ordinate offices on the above terms and conditions before providing services.

ANNEXURE-V

LIST OF DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Bidder's covering letter.
2. Application - Technical Bid;
3. Attested copy of registration of agency;
4. Certified copy of the statement of bank account of agency for the last 6 (six) months;
5. Attested copy of PAN/GIR/AADHAR Card;
6. Attested copy of the last 3 yrs. IT Return filed by agency;
7. Attested copy of the GST registration certificate and latest return filed by the agency;
8. Attested copy of the E. P.F. registration certificate and latest return filed by the agency;
9. Attested copy of the E.S.I. registration certificate and latest return filed by the agency;
10. Certified document in support of the Financial turnover of the agency;
11. Certified documents in support of entries in column 10-13 of Technical Bid application;
12. Copy of the terms and conditions at pages 24 to 28 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
13. Authorization Certificate of Agency
14. Copy of the document showing at least three years' experience in providing manpower **particularly Group-D personnel.**
15. Self declaration that the agency is having no criminal antecedent/ no previous unsatisfactory service report/ previously not black listed by any organization.
16. Letter of Authorization for attending Bid Opening.
17. Cost of Tender Paper non-refundable in shape of Bank Draft of Rs.10,000/- (Rupees Ten Thousand) only and Bid Security in shape of Bank Guarantee/ Term Deposit Receipt (TDR) of Rs. 2,00,000/- (Rupees two lakh) only as per Tender Call Notice.

ANNEXURE-VI

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

1. List of Manpower shortlisted by agency for deployment in the office of the Collector & District Magistrate, Mayurbhanj and sub-ordinate offices containing full details i.e. date of birth, marital status, address, educational certificate, criminal antecedent declaration duly verified and certified etc.
2. Bio-data of all persons with passport size photograph.
3. Any other document considered relevant.

ANNEXURE-VII

BIDDER'S COVERING LETTER

To,

The Collector & District Magistrate,
Mayurbhanj

Ref: Tender Notice No _____/Estt dt. _____

Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. Tender Paper cost of Rs.10,000/- (Rupees Ten thousand) only (Non-refundable) and Earnest Money Deposit (EMD) (refundable without interest) of Rs.2,00,000/- (Rupees two Lakh) only have been submitted in form of D.D. No _____ dated _____ in favour of Collector & District Magistrate, Mayurbhanj Drawn payable at Baripada.

Dated:-

Signature of Authorised Signatory.....

In capacity of the _____



ANNEXURE-VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(With Reference to Tender Notice No _____/Estt dt. _____)

To,

The Collector & District Magistrate,
Mayurbhanj

Subject: Authorisation for attending bid opening on _____ in the Tender
for Manpower Services for 104 Nos. of Group - D personnel (on
outsourcing basis).

Sir,

Following persons are hereby authorised to attend the bid opening for the
tender mentioned above on behalf of _____
(Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		
or		

Officer authorised to sign the bid
documents on behalf of the bidder.

Seal

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case
authorization as prescribed above is not produced.



ANNEXURE-IX

MODEL AGREEMENT

This agreement is made on this _____ day of _____ between the Governor of Orissa represented by Collector & District Magistrate, Mayurbhanj herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part.

And

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

Where the authority desire that the service of _____ are required in _____ in the office of the Collector & District Magistrate, Mayurbhanj/office concerned.

And whereas the Service Provider Agency 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 Service Provider Agency.

Now this agreement witnesses as below:-

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

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

*Signature of the officer authorized
to sign on behalf of Service
Provider Agency*

*Signature of the officer authority
officer acting in the premises for
and on behalf of the
Governor of orissa.*

In the presence of witness

Witness

Witness

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

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

ANNEXURE-X

TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from(date) and shall continue till(date) unless it is curtail 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 Service Provider Agency and the authority.
3. The agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for further specific period mutually agreed upon by the Service Provider Agency and the authority.
4. The Service Provider Agency shall not be allowed to transfer, assign, pledge or subcontract its right and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
5. The Service Provider Agency will be bound by the details furnished by it to the authority while submitting the tender or at a subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Service Provider Agency.
7. The persons deployed shall be required to report for work at 10:00 AM to the office of the Collector & District Magistrate, Mayurbhanj or such other officer as may have been kept in charge of the office establishment of the office concerned and would leave at 5.30PM and may also be required to work beyond 5:30 PM 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 Service Provider Agency shall nominate a coordinator who shall be responsible for immediate interaction with the Collector & District Magistrate,

Mayurbhanj, so that optimal services of the persons deployed could be availed without any disruption.

9. The entire financial liability in respect of manpower service deploy in the office of the Collector & District Magistrate, Mayurbhanj or office concerned shall be that of the service provider agency and the Collector & District Magistrate, Mayurbhanj or office concerned will in no way be liable. It will be the responsibility of the service provider agency to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the Collector & District Magistrate, Mayurbhanj or office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated EMD & security deposits shall be forfeited.
10. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
11. For all intents and purposes, the service provider agency shall be "Employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the Collector & District Magistrate, Mayurbhanj or office concerned.
12. The service provider agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Collector & District Magistrate, Mayurbhanj shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the service provider agency the deployed person can place their grievance before a joint committee consisting of a representative of the Collector & District Magistrate, Mayurbhanj office concerned and authorize representative of the service provider agency.
13. The Collector & District Magistrate, Mayurbhanj shall be not be responsible for any financial loss or any injury to any person deployed by the service provider agency in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the service provider agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to

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

15. In case of termination of this agreement in its expiry or otherwise the persons deployed by the service provider agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the service provider agency.
17. The service provider agency must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident fund authorities, Employees State Insurance Corporation etc. and a copy of the registered should be submitted. The service provider agency 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.
18. The service provider agency 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 agency. The service provider agency shall be responsible for contributions towards Provident Fund and Employees state insurance, whatever applicable.
19. The person deployed by the service provider agency should have good police records and no criminal case should be pending against them.
20. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Collector & District Magistrate, Mayurbhanj of office concerned. The service provider agency shall be responsible for any act of indiscipline on the part of the person deployed.
21. The person deployed shall during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well as the person deployed liable for penal action under the application laws besides, action for breach of contract.

22. The service provider agency 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 office of the Collector & District Magistrate, Mayurbhanj or office concerned shall have no liabilities in this regard.
23. The service provider agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Collector & District Magistrate, Mayurbhanj or office concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the office of the Collector & District Magistrate, Mayurbhanj or office concerned.
24. The service provider agency shall maintain all statutory registers under the law and shall produce the same on demand, to the authority i.e. the Collector & District Magistrate, Mayurbhanj or office concerned or any other authority under law.
25. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the Collector & District Magistrate, Mayurbhanj or office concerned.
26. In case the service provider agency fails to comply with any liability under appropriate law and as result thereof, the Collector & District Magistrate, Mayurbhanj or to the office concerned is put to any loss/obligation, monetary or otherwise, the Collector & District Magistrate, Mayurbhanj or to the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the service provider agency to the extent to the loss or obligation in monetary terms.
27. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Collector & District Magistrate, Mayurbhanj or to the office concerned will have no liability towards non-payment of remuneration to the person employed by the service provider agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Collector & District Magistrate, Mayurbhanj or office concerned by the person deployed,

- the same will be recovered from the unpaid bills or adjusted from the performance security deposit.
28. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the service provider agency shall be liable to be forfeited besides annulment of the agreement.
 29. The service provider agency shall raised the bill in triplicate along with attendance sheet duly verified by the Collector & District Magistrate, Mayurbhanj or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As per as possible the payment will be released by the second week of the succeeding month.
 30. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Collector & District Magistrate, Mayurbhanj or office concerned.
 31. 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 service provider agency shall be deducted from its monthly bills in the succeeding month.
 32. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
 33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be refer to the next higher authority for controlling officer for his decision and the same shall be binding on all parties.
 34. 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.

