

DISTRICT OFFICE, MAYURBHANJ, BARIPADA
ST & SC DEVELOPMENT SECTION
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No 6050 / DWO, Date 26-12-24

TENDER CALL NOTICE

(Engagement of Manpower Service Providing Agency for providing Human resources (Assistant Hostel Superintendent, Hostel Warden, Support/House Keeping Staff/Security guard) in two number of 200 seated post matric OBC hostels)

Sealed tenders are invited from reputed and Registered Manpower Service Providing Agencies to provide the services of the Human resources (mentioned below) for two number of 200 seated post matric OBC hostels (one 200 seated Girls hostel and one 200 seated Boys hostel) at Debendrapur, Baripada of Mayurbhanj District for a period of one year through a suitable Manpower Service Providing Agency. The service providing agencies may apply adhering to the terms & conditions of Govt. of Odisha, F D Notification No. 49134(255)/F/ Dt.29.11.2010 for a period of one year.

For 200 seated Post matric OBC Boys Hostel

Designation	Total no. of staff	Engagement of Procedure	Expenditure/ Remuneration per month	Remarks
Assistant Hostel Superintendent	1	Contractual/outsourcing Engagement-full time	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Hostel Warden	1	Contractual/outsourcing Engagement-full time	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Support/ House Keeping Staff	4	Contractual/outsourcing Engagement	Rs.12,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Sanitation Service supplies for sanitation		outsourcing Engagement	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Mess management service		outsourcing Engagement	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.

For 200 seated Post matric OBC Girls Hostel

Designation	Total no. of staff	Engagement of Procedure	Expenditure/ Remuneration per month	Remarks
Assistant Hostel Superintendent	1 (Lady staff)	Contractual/outsourcing Engagement-full time	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Hostel Warden	1 (Lady Staff)	Contractual/outsourcing Engagement-full time	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Support/ House Keeping Staff	4 (Lady Staff)	Contractual/outsourcing Engagement	Rs.12,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Sanitation Service supplies for sanitation		outsourcing Engagement	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Mess management service		outsourcing Engagement	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.

The detailed information for outsourcing the service of aforesaid post has been given in the Tender Document which may be downloaded from the website <https://mayurbhanj.odisha.gov.in> and Rs.10,000.00 (Rupees Ten Thousand) only (non-refundable) deposit towards Tender document cost.

The last date and time for submission to tender document is on Dt. 20/01/25 by 5.00 P.M by Registered Post/ Speed Post only to the District Welfare Office, Mayurbhanj, Baripada - 757002.

The Tender will be opened on 21/01/2025 at 3.00 P.M in the office chamber of the Collector & District Magistrate, Mayurbhanj. (M.G. Conference Hall)

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


Collector & District Magistrate
Mayurbhanj

DISTRICT OFFICE, MAYURBHANJ, BARIPADA
ST & SC DEVELOPMENT SECTION

TENDER DOCUMENT

For providing Services of the Human resources for two number of 200 seated post matric OBC hostels by a Service Providing Agency

- (a) Period for issue Tender Documents: 26-12-2024
- (b) Date and time for submission of
Tender documents : Up to 20/01/2025 (5.00PM)
- (c) Date, Time and Venue for
Opening of Bids : 21/01/2025 3:00 PM
M.G. Conference Hall
A-1-Collectorate, Baripada

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Collector & District Magistrate
Mayurbhanj

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Welfare Office, Mayurbhanj requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of the Human resources, who are to be engaged at two number of 200 seated post matric OBC hostels (one 200 seated Girls hostel and one 200 seated Boys hostel) at Debendrapur, Baripada of Mayurbhanj District.

For 200 seated Post matric OBC Boys Hostel

Designation	Total no. of staff	Engagement of Procedure	Expenditure/ Remuneration per month	Remarks
Assistant Hostel Superintendent	1	Contractual/outsourcing Engagement-full time	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Hostel Warden	1	Contractual/outsourcing Engagement-full time	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Support/ House Keeping Staff	4	Contractual/outsourcing Engagement	Rs.12,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Sanitation Service supplies for sanitation		outsourcing Engagement	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Mess management service		outsourcing Engagement	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.

For 200 seated Post matric OBC Girls Hostel

Designation	Total no. of staff	Engagement of Procedure	Expenditure/ Remuneration per month	Remarks
Assistant Hostel Superintendent	1 (Lady staff)	Contractual/outsourcing Engagement-full time	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Hostel Warden	1 (Lady Staff)	Contractual/outsourcing Engagement-full time	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Support/ House Keeping Staff	4	Contractual/outsourcing Engagement	Rs.12,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Sanitation Service supplies for sanitation		outsourcing Engagement	Rs.15,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.
Mess management service		outsourcing Engagement	Rs.30,000/-	Inclusive all taxes like EPF,ESI,Service Tax/charges & GST etc.

2. The contract for providing the aforesaid manpower services is likely to commence from the **date of signing of the agreement** and would continue till the **completion of one year**. The period of the contract may be further extended beyond **one year** provided the requirement of the **District Welfare Office, Mayurbhanj** for manpower persists at that time or may be curtailed/ terminated before **one year** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider . However, the authority reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The **District Welfare Officer, Mayurbhanj** has tentative requirement 12 nos. & above of the Human resources for two number of 200 seated post matric OBC hostels.
4. The provisional estimated cost of the contract is **Rs.33,12,000/- per annum** (Rupees Thirty-three Lakh Twelve Thousand) only for a period of one year.
5. The interested Manpower Service Providers may submit the tender document complete in all respects with requisite documents by **20.01.2025 up to 5.00 PM** at District Welfare Office, Mayurbhanj. The various crucial dates relating to "**For providing Services of the Human resources for OBC hostels**" are indicated here under:

Period for issue Tender Documents	: <u>2024-25</u>
(a) Last date and time for submission of Tender documents	: By 20.01.2025 up to 5.00 P.M
(b) Date, Time and Venue for Opening of Bids	: 21.01.2025 at 3.00 P.M M.G Conference Hall
(c) Likely date for commencement of deployment of required man power w.e.f	: <u>from the date of signing of agreement</u>

6. The tenders are 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 Services of the Human resources, to be engaged at two number of 200 seated post matric OBC hostels**" and "**Financial Bid for providing Services of the Human resources, to be engaged at two number of 200 seated post matric OBC hostels**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for providing Services of the Human resources, to be engaged at two number of 200 seated post matric OBC hostels**".
7. **TENDER PAPER COST:** The Tender Paper cost of Rs. **10,000/-** (Rupees Ten Thousand) only, non -refundable should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of the **District Welfare Officer, Mayurbhanj** failing which the tender shall be rejected summarily.

8. **EMD:** The bidders are required to deposit Rs.**50,000/-**(Rupees Fifty Thousand only) as EMD, which will be refunded to the unsuccessful bidders. In case of successful bidders, it will be **converted into security deposit**. This EMD money shall be in form of Demand Draft / Pay Order drawn in favour of the **District Welfare Officer, Mayurbhanj** failing which the tender shall be rejected summarily.
9. **PERFORMANCE SECURITY:**The successful tenderer/bidder/Service providing agency will have to deposit **Security Deposit / Performance Security** either in shape of **Demand Draft or Pay order drawn in favour of the District Welfare Officer, Mayurbhanj** from any of the scheduled bank for a value equivalent to **@5% of the total contract value** covering the period of contract.
10. **BLACKLISTING:** Declaration by bidder that: That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.The company/Firm will have to submit a self-declaration in the Company Letter Pad. (Provide information as per the prescribed format at the**(Prescribed Format)**).
11. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids Shall be summarily/out rightly rejected and will not be considered any further:**
- (a) Registration certificate of the applicant 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 registration certificates;
 - (e) Copy of the Service Tax registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Affidavit regarding not black listed/bankrupted/non- involvement in criminal activities.
12. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or 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.

14. The Technical bids shall be opened on the scheduled time, date and at the venue in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order at the same venue in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The authority reserves the right to annul all bids without assigning any reason thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Mayurbhanj District.
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least **two/three years'** experience in providing manpower to Government Departments /Public Sector Companies/ Banks, etc.;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement. (15 lakhs p.a.)
 - (i) Execution of contracts of similar type (at least five) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE TWO NUMBERS OF OBC HOSTELS, MAYURBHANJ DISTRICT.

1. She/he should be above 21 years of age and not exceeding 40 years. As on 01.07.2024.
2. The Minimum Educational Qualification for Human resources of different categories are mentioned below.

Sl.No.	Designation	Qualification
1	Assistant Hostel Superintendent	Graduate in any stream
2	Hostel Warden	Graduate in any stream
3	Support/House Keeping Staff	+2 Pass in any stream
4	Sanitation Service and supplies for sanitation	7 th pass
5	Mess management Mess service	Graduate in any stream

APPLICATION - TECHNICAL BID

For Providing Manpower Services to two numbers of OBC hostels in Mayurbhanj District.

1. Name of Tendering Manpower Service Provider: _____

2. Details of Tender Application Cost: DD / PO _____ date _____

of Rs.10,000/- drawn on Bank _____

3. Details of Earnest Money Deposit: DD / PO _____ date _____

of Rs.50,000/- drawn on Bank _____

4. Name of Proprietor /Partner/Director: _____

5. Full Address of Registered Office: _____

Telephone No.: _____ FAX No.: _____

E-Mail Address: _____

6. Full address of Operating/ Branch Office: _____

Telephone No.: _____ FAX No.: _____

E-Mail Address: _____

7. Name & telephone no. of: _____

Authorized officer/person
to liaise with Field Office(s)

8. Banker of the Manpower Service Provider: _____

(Attach certified copy of statement of
A/c for the last Three years) _____

Telephone Number of Banker: _____

9. PAN / GIR No.: _____

(Attach attested copy)

10. Service Tax Registration No.: _____

(Attach attested copy)

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

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

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

Financial Year Amount (Rs. Lacs) Remarks, if any

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2021-22		
2022-23		
2023-24		

14. Latest GSTR- 3B

15. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

16. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format
(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client, Address, telephone & Fax no.	Manpower service provider		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

--	--	--	--	--	--	--

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

Date:
Place:

Signature of Proprietor / Director /
authorized person
Full Name:
Seal:

DECLARATION

1. I, _____ Son / Daughter of
Sri _____
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 Proprietor / Director /authorized person

Place:

Full Name:

Seal:

Form for self-declaration of not been Blacklisted

(To be submitted in the form of court affidavit)

To,

The District Welfare Officer, Mayurbhanj, Baripada,
Odisha, Pin -757002

Sub: Declaration of not been blacklisted in response to the RFP for **Engagement of Manpower Service Providing Agency for providing human resources** published vide Advt. No _____/DWO/Date_____

Dear Sir,

We the company/Firm, M/s _____, is hereby undertaking the followings:

1. That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years
2. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.

Also, it is to undertake herewith that in case it is found any such misrepresentation to the above-mentioned fact, the authority shall have the right to cancel/reject the bid document submitted with respect to this RFP or disqualify the bid without further notice.

Date:
person

Signature of Proprietor / Director /authorized

Place:

Full Name:
Seal:

APPLICATION - FINANCIAL BID for Providing Manpower Assistance to two numbers of OBC hostels, Mayurbhanj District.

1. Name of tendering Manpower Service Provider:

Sl. No	Manpower Type	Monthly Service Charges per outsourcing / Per month					
		*Take home remuneration	EPF	ESI	Other Statutory dues if any	Service Charge including & charges.	Total Person
1					%	

The bidder is required to fill up/quote only Service charges in **percentage** including profit & charges. **The minimum service charge for outsourcing manpower is 3.85% on the applicable minimum wages payable. If a bidder quotes service charges less than 3.85% or more than 7%, the bid shall be treated unresponsive and will be disqualified.**

Signature of Proprietor /
Director /authorized person

Full Name:
Seal:

Date:
Place:

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **the date of signing agreement** and shall continue till **one year** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire **after one year** 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 organization by whatever name be called without the prior written consent of the Authority.
5. The requirement of the District Welfare Office, Mayurbhanj may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The selected Manpower Service Provider may engage human resources basing on their performance as required.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the District Welfare, Mayurbhanj so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the OBC hostel 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 Office concerned.

11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the District Welfare Office, Mayurbhanj.

12. The payment of remuneration to the manpower has to be through bank account only. No cash payment shall be made to the firm.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The District Welfare Office, Mayurbhanj 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 District Welfare Officer and an Authorized representative of the Manpower Service Provider.

14. The District Welfare Officer, Mayurbhanj 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 a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. *

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and 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 persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

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 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 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 District Welfare Office, Mayurbhanj.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of District Welfare Office, Mayurbhanj 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.

* Note: - Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, 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 District Welfare Office, Mayurbhanj 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 OBC hostels by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

29. The Technical Bid Should accompanied with a processing fee of Rs. 10,000/- (Rupees Ten Thousand) only, non -refundable in shape of D.D./P.O. drawn in favour of District Welfare Officer, Mayurbhanj. Failing which the tender shall be rejected out rightly.

30. The earnest money deposited by the agencies, who do not qualify the Technical Bid (1st phase) / Financial Bid (2nd Competitive stage) shall be returned to them without any interest. In case of successful tenderers if the agency fails to deploy the required man power against the initial requirement within 30 days from the date of placing of order the EMD shall stands forfeited without giving any further notice.

31. The successful tenderer will have to deposit a **Security Deposit / Performance Security Deposit** for a value equivalent to **@ 5% of the total contract value** in form of **DD/PO** from any nationalized Bank drawn in favour of **District Welfare Officer, Mayurbhanj** covering the period of contract.

32. In case of breach of any terms and conditions attached to this agreement, the total Security Deposit / Performance Security Deposit of the manpower service provided shall be liable to be forfeited besides annulment of the Agreement.

33. The Manpower Service Provider shall raise the bill, in triplicate, along with Performance – Cum- Absentee Statement duly Signed by the District Welfare Office, Mayurbhanj / Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the District Welfare Office, Mayurbhanj / Office concerned.

35. 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.

36. 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.

37. 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.

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

39. The successful bidder will enter into an agreement with the District Welfare Officer, Mayurbhanj for supply of suitable and qualified manpower as per requirement on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration/Coverage letter / certificate;
8. Attested copy of the E.S.I. registration/Coverage letter / certificate;
9. Certified documents in support of the financial turnover of the agency;
10. Certified documents in support of entries in column 14 of Technical Bid application if any;
11. Copy of the terms and conditions at pages **11 to 16** in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. EMD of Rs. 50,000/- in shape of DD/PO.
13. Cost of Tender Paper for Rs.10,000/- in shape of D.D in favour of District Welfare Officer, Mayurbhanj payable at Baripada must be attached in case of the Tenderers who downloaded from the website.

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

1. List of Manpower short listed by agency for deployment in **Office concerned** containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ Between _____ the District Welfare Officer, Mayurbhanj, 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

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

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Department/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 at OBC hostels, Mayurbhanj District in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to.....

IN WITNESS WHERE OF 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 Manpower Service Provider/
authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority/ officer
An Officer acting in the premises
for and on behalf of the
District Education Officer /
District Nodal Officer, PM Poshan,
Mayurbhanj

In the presence of witness: -

Witness

1. Name:.....
Address:

Witness

1. Name:.....
Address:

1. Name:.....
Address:

1. Name:.....
Address:

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ and shall continue till _____ 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 _____ 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 organization 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.
- 70 . The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
8. The entire financial liability in respect of manpower services deployed in district/ Office concerned shall be that of the Manpower Service Provider and the District Welfare Officer, Mayurbhanj 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 along with the monthly bill as may be required by District Welfare Officer, Mayurbhanj for reimbursement.
9. 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 district administration.
10. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The District Welfare Officer, Mayurbhanj 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 District Welfare Officer, Mayurbhanj and an Authorized representative of the Manpower Service Provider.

11. The District Welfare Officer, Mayurbhanj 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.

12. 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.

13. 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.

14. 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.

15. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

16. 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.

17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

19. 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.

20. 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.

21. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the District Welfare Office, Mayurbhanj / 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.

22. 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.

23. 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 District Welfare Office, Mayurbhanj.

24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the District Welfare Office, Mayurbhanj / Office concerned is put to any loss / obligation, monetary or otherwise, the District Welfare Office, Mayurbhanj 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.

25. 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 District Welfare Officer, Mayurbhanj 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 OBC hostels / Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

26. 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.

27. The Manpower Service Provider shall raise the bill, in triplicate, along with Performance -cum - Absentee Statement duly signed by the District Welfare Officer in respect of the persons deployed and submits 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.

28. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

29. 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.

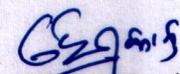
30. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

31. 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.

32. 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.

Accepted the above terms & conditions

Seal & Signature of Bidder/Tenderer
Date:


Collector & District Magistrate
Mayurbhanj

Memo No. 6051 / dt. 26-12-24

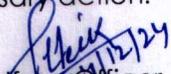
Copy to CDO-cum-EO, Zillaparishad, Mayurbhanj, Baripada/ ADM, Baripada/ All PA. ITDA/ All Sub- Collector/All BDOs/ W.E.O, Baripada/ D.I.P.R.O., Baripada with request to display the Notice Board for wide publicity.

Copy to the Office Notice Board.


District Welfare Officer,
1/c Mayurbhanj.

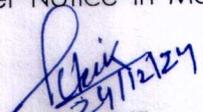
Memo No. 6052 / dt. 26-12-24

Copy submitted to Commissioner- Cum- Secretary to Govt. ST & SC Development Department, Odisha, Bhubaneswar for kind information and necessary action.


Vc District Welfare Officer,
Mayurbhanj.

Memo No. 6053 / dt. 26-12-24

Copy to District Informatics Officer, NIC, Mayurbhanj, Baripada for information and necessary action with a request to make available the Tender Notice in Mayurbhanj District web site.


Vc District Welfare Officer,
Mayurbhanj.