

**OFFICE OF THE
MUNICIPAL COUNCIL, DHENKANAL
DHENKANAL (ODISHA), PIN-759001
Tel.No.06762-224401(O), FAX No.06762-223355
E-mail:- dhenkanalm.hud@gmail.com**

TENDER DOCUMENT

For providing Services of different categories of Man powers (Unskilled, Semi Skilled, Skilled & Highly Skilled) to Dhenkanal Municipality by a Private Manpower Service Provider

- (a) Period of issue of Tender Document : Can be purchased in person from the Municipal Office on any working day between 11 A.M. to 4 P.M from **10.10.23 to 19.10.23** against the prescribed bid document cost. It can also be downloaded from the website of Dhenkanal Municipality <http://www.dhenkanalmunicipality.com> from **10.10.23 to 19.10.23**
- (b) Date and time for submission of Tender : **On or before 20.10.23 by 11.00 AM** through Registered / Document Speed post or by hand
- (c) Date and time for opening of
(i) Technical Bids : **At 4.00 PM of 20.10.23**
(ii) Financial Bids of eligible Bidders : **At 11.00 AM on 21.10.23**
- (d) Likely date for commencement of deployment of required manpower : **01.11.2023** or as may be decided by the authority

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Executive Officer, Dhenkanal Municipality requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **different categories of Man powers (Unskilled, Semi Skilled, Skilled & Highly Skilled)** on contract / daily wages basis for its day to day official work/activities. The categories are not exhaustive and could be changed time to time as per requirement.
2. The contract for providing the aforesaid man powers is likely to commence from dt. **01.11.2023** and would continue till dt. **31.10.2025** .The period of contract may be further extended for **One Year** provided the requirement of the Dhenkanal Municipality for manpower persists at that time & the SPA performing its duties satisfactorily or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Municipality's requirements. The Municipality however, reserves right to terminate this initial contract at any time after giving **One Month's** notice to the selected Service Provider.
3. The tentative requirement of the Municipality is given hereunder which may increase/decrease in any / all the categories.
 - i. Un-Skilled- 26 Nos.
 - ii. Semi-Skilled- 5 Nos.
 - iii. Skilled- 16 Nos.
 - iv. Highly Skilled- 7 Nos.

The manpower under the above categories consists of Security Guard, Watchman, Mali, Amin, Driver for light/heavy vehicles, Driver for heavy construction equipment, plumber, helper, Electrician, Data Entry Operator, Work Sarkar, peon, Attendant etc. The selected agency shall provide manpower having requisite qualification and experience for the post required as per the Govt. guideline, as and **when** required by the Dhenkanal Municipality.
4. The Estimated Cost of the Contract is **Rs. 2.00 Crore** per year approximately.
5. The bid documents can be purchased from the Municipal office against a non-refundable fee of **Rs.5,000.00** in shape of demand draft/ Bankers cheque issued from any Nationalized / scheduled Bank payable at Dhenkanal in favour of the Executive Officer, Dhenkanal Municipality. The bid document can also be downloaded from the official website of Dhenkanal Municipality www.dhenkanalmunicipality.com from **11.00 AM of 10.10.23 to 4.00 PM of 19.10.23** The bid documents downloaded from the web site should accompany the afore said bid document cost. Bid without the requisite bid document cost shall be treated as non-responsive and rejected.
6. The interested Manpower Service Providers shall submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of **Rs. 20,000/-** & other requisite documents **20.10.23 up to 11.00 AM** through Registered post/speed post or by hand addressed to the Executive Officer, Dhenkanal Municipality. Dhenkanal Municipality will not be responsible for any postal delay. Bids received after due date /time shall be summarily rejected.

7. The various crucial dates relating to “Tender for Providing Manpower Services to the Dhenkanal Municipality” are cited as under:
- (a) Period of issue of Tender Document : Can be purchased in person from the Municipal Office on any working day between 11 A.M. to 4 P.M from 10.10.23 to 19.10.23 against the prescribed bid document cost. It can also be downloaded from the website of Dhenkanal Municipality www.dhenkanalmunicipality.com from 11.00 AM of 10.10.23 up to 4.00 PM of 19.10.23
 - (b) Date and time for submission of Tender Document : On or before 20.10.23 by 11.00 AM through Registered / Speed post or by hand
 - (c) Date and time for opening of
 - (i) Technical Bids : At 4.00 PM of 20.10.23
 - (ii) Financial Bids of eligible Bidders : 11.00 AM on 21.10.23
 - (d) Likely date for commencement of deployment of required manpower : 01.11.23 or as may be decided by the authority
8. 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 Dhenkanal Municipality” and “Financial Bid for Providing Manpower Services to Dhenkanal Municipality”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for Providing Manpower Services to Dhenkanal Municipality”
9. The Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand 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 the Executive Officer, Dhenkanal Municipality failing which the tender shall be rejected summarily. Bidders claiming exemption of EMD shall produce authenticate documents in support of their claim failing which their BIDS shall not be considered for evaluation.
10. The successful tenderer will have to deposit 1% of Contract Value as initial security deposit in shape of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Executive Officer, Dhenkanal Municipality, covering beyond six months of the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
11. The successful tenderer will have to deposit 5% of Contract Value as Performance Security Deposit in the form of Bank Guarantee from any Nationalized/ Scheduled Bank drawn in favour of the Executive Officer, Dhenkanal Municipality, covering beyond six months of 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 tenderer.

12. The tendering Manpower Service providers are required to enclose photocopies of the following self attested documents, along with the Technical Bid **failing which their bids shall be summarily/out rightly rejected and will not be considered any further.**
- (a) Application-Technical Bid
 - (b) Registration certificate of the applicant organization (Proprietor/Partnership/Company/NGO) such as (Any One or more)
 - Registered under the Companies Act, 2013
 - Registered under the Indian Partnership Act, 1932
 - Registered under the Indian Trusts Act, 1882
 - Registered under the Societies Registration Act, 1860
 - Registered under the Limited Liability Partnership Act, 2008
 - Contract Labour (Regulation of Security Agency under Companies Act 1956/**Registrar of Firms, Odisha.**
 - Registered under Shops & Establishment Act 1956
 - (c) Demand Draft in support of Bid Document cost
 - (d) Demand Draft in support of EMD
 - (e) Copy of PAN card
 - (f) Copy of the IT return filed for the last three financial years
 - (g) Copy of valid labour license for at least 300 No's persons & concerned District Labour License
 - (h) Copies of EPF and ESI certificates with copies of challan, ECR, contribution slip and payment confirmation slip for the last three months of at least 100 persons (Should be registered for at least 100 persons under the establishment);
 - (i) Copy of the GST registration certificate with up to date GST Clearance Certificate.
 - (j) Copies of the Income/Expenditure statements along with Balance Sheet and Turn over for the last 3 years (2019-20, 2020-21, 21-22) duly certified by a chartered Accountant (average annual turnover should be **Rs.3.00 crores or more**)
 - (k) Copies of work orders of value more than Rs.10.00 lakhs from the previous organisations for providing manpower services during last **Three** years especially in the field of Manpower outsourcing activities in any ULB/ Government/ Semi Government/ Government Undertaking/ PSU/Corporates
 - (l) Undertaking regarding de-barring/ non-blacklisting by any organization (On stamp paper)
 - (m) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
 - (n) Certified extracts of the Bank Account containing transactions during last one year
 - (o) Copy of ISO 9001:2015 & SA-8000,2000 & CMM-1 L-5 certificates in favour of the agency (preference to be given)
 - (p) Affidavit in original regarding authenticity of submitted documents.
 - (q) Undertaking for disbursement of wages/salary to the to the respective bank account of all the deployed persons through on-line transfer by the first week of the succeeding month before being reimbursed by the Municipality to the MSPA and submission of wage/salary disbursement statement staff wise along with the claimed bill for the month before being paid by the Municipality.
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 bidder will be selected through **Least Cost Selection Method (LCSM)**. Hence evaluation of the Technical and Financial proposals of the bidders will be made as per L-1 basis, if two or more parties are falls as L-1, preference to be given appropriate ISO Certified Company. Date of ISO Certification must be earlier date of issuing of Tender. Technical evaluation of the bids will be done to determine whether the bids comply with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bidders qualified in the technical evaluation, will be considered for opening of their financial bids.
- a. In the first phase the Technical proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in Para.12

b. Scoring Method

Sl.No	Criteria	Maximum Marks
1	Number of Years in Operations/Experience	Max. 20 Marks
a)	3 Years or More but Less Than 5 years	15
b)	More Than 5 Years	20
2	Average Turn Over Last 3 Financial year	Max.20 Marks
a)	3 Crs to 4 Crs	10
b)	More Than 4 Crs to 5 Crs	15
c)	More than 5 Crs	20
3	Quality Related Matrix	Max.30 Marks
A)	ISO 9001 : 2015	Max.15 Marks
a)	ISO 9001 Less Than 3 Years	10
b)	ISO 9001 More Than 3 Years	15
B)	CMM-1 L-5	Max.15 Marks
a)	ISO 45001 Less Than 3 Years	10
b)	ISO 45001 More Than 3 Years	15
4	Size and Quality Of client for which sanitization and allied manpower services are being Provided	Max. 15 Marks
	Contract value should be at least 10 Lakh, per contract in similar field in last five years	
a)	1-5 contracts	10
b)	5-10 contracts	12
c)	10 and above contracts	15
5	Geographical presence of the organization	Max.15 Marks
a)	1-5 District	10
b)	More than 5 District	15
	TOTAL	100

The Technical scoring (Ts) of the participants shall be as per the point scoring methodology. A bidder should score **minimum 65 marks** to be eligible in the Technical evaluation.

16. The Technical bids shall be opened on the scheduled date and time at **4.00 PM on 20.10.2023** in the office room of the Executive Officer, Dhenkanal Municipality, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time. If the office happens to be closed on the last date of receipt or opening of the bids as specified, then the bids will be received / opened on the next working

- day at the same time and venue unless otherwise notified.
17. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order and qualified in the Technical Evaluation as per Para -15 above. The Financial bids shall be opened at **11.00 AM on 21.10.2023** in the office room of the Executive Officer, Dhenkanal Municipality, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
 18. The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any change in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
 19. The interested bidders may visit the Dhenkanal Municipality on any working day during office hours to have thorough knowledge of the work to be performed before preparation and submission of the bid
 20. The Competent Authority of Dhenkanal Municipality reserves the right to accept or reject any bid and to annul the bid process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.

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

- I. 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 Dhenkanal Municipality. In absence of any such office the manpower service provider should provide the name, designation and contact number of the person to liaise with.
 - (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/ULBs, 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) Geographical presence of the Service provider in Dhenkanal District and Odisha.
 - (h) They should have any other regulatory clearance
 - (i) They should have Average annual turn-over of **Rs.3.00 Crores or above**.
 - (j) Execution of contracts of similar type during the **last three years**. The Service provider must have at least one contract value of rupees 10 lakhs in last three years in similar field.

TECHNICAL BID
COVERING LETTER

(On Bidder's Letter head)

To

**The Executive Officer
Dhenkanal Municipality**

Sub: Tender for Outsourcing of Manpower to Dhenkanal Municipality

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for manpower (Highly skilled, Skilled, Semi-Skilled & Unskilled) in accordance with your tender Notice No. _____, Dated _____, I am hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

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

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

Thanking You.

Yours faithfully

Authorised Signatory
With date and Seal

Name and Designation: _____

Address of the Bidder: _____

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APPLICATION - TECHNICAL BID
For Providing Manpower Services to Dhenkanal Municipality

1.	Name of Tendering Manpower Service Provider	
2.	Details of Bid document cost (DD No / Pay order No/ date / amount / drawing Bank etc)	
3.	Details of Earnest Money Deposit (DD No / Pay order No/ date / amount / drawing Bank etc)	
4.	Name of Proprietor /Partner/ Director	
5.	Full Address of Registered Office	
	(r) Telephone No/Mobile No	
	(ii) E-Mail Address	
6.	Full address of Operating / Branch Office	
	(s) Telephone No/Mobile No	
	(ii) E-Mail Address	
7.	Name & telephone Number / Mobile 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 One year)	
9.	PAN No (Attach attested copy)	
10.	GST Registration No. (Attach attested copy)	
11.	E.P.F. Registration No. (Attach attested copy)	

DS

12.	E.S.I. Registration No. (Attach attested copy)	
13	Acceptance to all the terms and conditions of the tender (Yes/No)	
14	Power of Attorney/authorisation letter for signing the of the bid documents	
15	Submission of undertaking towards no criminal case is pending with the police at the time of submission of bid	
16	Undertaking in stamp paper to the effect that the agency had not abandoned any work, not de-barred /not black listed by any organization (Annexure-B)	
17	Undertaking to the effect that no cases is pending in any Court of Law (Annexure-C)	
18	Undertaking regarding Disbursement of Wages/Salary to the staffs before being reimbursed by the Municipality (Annexure-D)	
19	Copy of ISO 9001: 2015 and SA 8000,20000, CMM-1 L-5 certificate in favour of the agency	
20	Geographical Presence of the agency in Dhenkanal and in Multiple District performing Similar kind of work If any (mention name of the states with documentary proof)	
21	Affidavit in Original Regarding submission of authentic Documents	
22.	Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years (2019-20, 2020-21, 2021-22)	
	Financial Year	Amount (Rs. Lacs)
		Remarks, if any
	2019-20	
	2020-21	
	2021-22	

DD

23. Give details of the major similar contracts of value 10.00lakh / Annum or more handled by the tendering Manpower Service Provider during the last three years in the following format (Attach attested copies work order/contract agreement etc)						
Sl. No	Name of client address, telephone no & e-mail Id etc	Manpower services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To
1						
2						
3						
4						
5						
6						
7						
8						
24. Additional information, if any (Attach separate sheet if space provided is insufficient)						

Signature of authorized person
Name:
Seal:

Date:
Place:

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DECLARATION

1. I, _____ Son / Daughter / spouse of Shri / Smt _____ Proprietor/ Director/ authorized signatory of the Service Provider, _____ mentioned above, am competent to sign this declaration and execute this tender document;
2. I/We am/are technically as well as financially sound enough to deliver the services to Dhenkanal Municipality within the prescribed period.
3. I/We have gathered full information on the nature /category of manpower required for Dhenkanal Municipality and am/are competent enough to deliver the services as and when requisitioned by the Dhenkanal Municipality;
4. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
5. 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 laws.

Date:

Place:

Signature of authorized person

Full Name:

Seal:



Annexure-B

UNDERTAKING REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OR ABANDONMENT OF
WORK BY THE TENDERER

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary)

I do hereby undertake that,

- our organisation is not involved in any litigation relating to man power outsourcing to any organization
- our organization or any of its constituent partners have not been debarred, expelled, black listed by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) during the last five years
- our organization or any of its constituent partners have not been failed to perform on any contract work in India during the last five years

If any information as undertaken above is found to be incorrect or concealed, our tender will be summarily rejected.

Yours sincerely

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

AS

UNDERTAKING

(On the Bidder's Letter Head regarding pending of any judicial proceeding for any criminal offences)

I do hereby undertake that there is no criminal case pending in any Court of Law against our organization or any of its constituent partners including the Proprietor/Director/Persons to be deployed by our organization.

I/we further certify that our organization or any of its constituent partners including the Proprietor/Director/Persons to be deployed by our organization have not been convicted of any offence in any Court of law in India during the last 5 years. I understand that I am fully responsible for the contents of this undertaking and its truthfulness. If any information is found to be incorrect or concealed, our tender will be summarily rejected

Yours sincerely

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

AD

UNDERTAKING

(On the Bidder's Letter Head regarding Disbursement of Wages/Salary)

I / We do hereby undertake that

- I/We shall / will transfer the wages / Salary for the bill month to the Bank Account of all the deployed persons through on-line transfer system out of my own resources by the first week of the succeeding month based on the attendance duly checked/approved by the Dhenkanal Municipality.
- Dhenkanal Municipality will reimburse the payment corresponding to the month latest by the 2nd week of the succeeding month to me/us after being satisfied to the effect that all the deployed persons have been paid based on the documentary proof submitted by me / us
- I/ We shall /will submit the documentary proof regarding staff wise payment details made to all the deployed persons to the Dhenkanal Municipality before release of the reimbursement amount by the Municipality.
- I/ We shall /will submit the documentary proof regarding the claims in bills towards Employees State Insurance, Provident Fund, and Service Tax etc. pertaining to the concerned bill month along with the bill. 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 Dhenkanal Municipality.
- Any violation of the above stipulations in my / our part will lead to termination of the Agreement.

Yours sincerely

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:



APPLICATION – FINANCIAL BID
For Providing Manpower Assistance to Dhenkanal Municipality

1. Name of tendering Manpower Service Provider:

2. Rate per person per day (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl. No.	Manpower Type	Take home remuneration per day	EPF (As per latest Govt prescribed rate) in Col.3	ESI (As per latest Govt prescribed rate) in Col.3	Other Statutory dues if any in Col.3	Service Charge on in Col.3 (not less than 3.8%)	Total per Person per day	
							Rate in Figure (Col. 3+4+5+6+7)	Rate In Words
1	2	3	4	5	6	7	8	9
1.	Un-Skilled							
2.	Semi-Skilled							
3.	Skilled							
4.	Highly Skilled							

*Minimum take home remuneration per person should be as per the latest minimum wage rate as notified by the Govt in Labour and Employment Department, Odisha. The payment shall be made on end of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower deployed.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

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.

BID SUBMISSION CHECK LIST

Sl No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2.	Bid Document cost (Rs.5,000.00 in shape of DD / Pay order)		
3.	EMD (Rs. 20,000/- in shape of DD / Pay order)		
4.	Initial Security Deposit 1% of Contract Value (in Shape of FDR/TDR(
5.	Copy of Incorporation/ Registration Certificate of the Bidder		
6.	Copy of PAN		
7.	Copy of GSTIN/GST Registration Certificate		
8.	Copies of Income Tax return filed for the last three financial years		
9.	Copy of Valid EPF Registration Certificate with copies of challan, ECR, contribution slip and payment confirmation slip for the last three months of at least 100 persons (Should be registered for at least 100 persons under the establishment);		
10	Copy of Valid ESI Registration Certificate with copies of challan, ECR, contribution slip and payment confirmation slip for the last three months of at least 100 persons (Should be registered for at least 100 persons under the establishment);		
11.	Copy of Valid Labour License for minimum 300 persons		
12.	Application-Technical Bid duly filled in		
13.	Undertaking regarding current litigation, debarring ,expelling ,black listing or abandonment of work by the tenderer (Annexure-		
14.	Undertaking regarding pendency of any judicial proceeding for any criminal offences (Annexure-C)		
15.	Declaration(Annexure-A)		
16.	Undertaking regarding Disbursement of Wages/Salary to the staffs before being reimbursed by the Municipality (Annexure-D)		
17.	Financial details of the bidder along with all the supportive documents such as copies of income/ Expenditure statement and Balance Sheet indicating the annual turnover for the last 3 Financial years duly certified by a chartered Accountant (Average Annual Turnover of Rs.300.00 lakhs)		

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18.	Power of Attorney in favour of the person signing the bid on behalf of the bidder if any.		
19.	List of completed/ on-going assignments of similar nature of value Rs.10.00 lakhs/annum or more (past experience details) along with the copies of work orders for the respective assignments from the authorities		
20.	Certified extracts of the Bank Account containing transactions during last Six months		
21.	Copy of ISO 9001:2015 & SA 8000, 20000, CMMI L-5 certificate in favour of the agency		
25.	Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance of the terms and conditions		
26	Geographical Presence in Dhenkanal / in Multiple District performing Similar kind of work		
FINANCIAL BID (ORIGINAL)			
27.	Duly filled in Financial Bid form		

It is to be ensured that:

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

Authorized Signatory (In full and initials): _____

Name and Designations with Date and Seal: _____

Mo

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **01.11.2023** and shall continue till **31.10.2025** 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 **31.10.2025** unless extended further by the mutual consent of the Manpower Service Provider and Dhenkanal Municipality.
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 Dhenkanal Municipality.
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 Municipality, at present, has tentative urgent requirement of
 - 26 No's un-skilled man power
 - 5 No's semi-skilled man power
 - 16 No's skilled man power
 - 7 No's highly skilled man power.

The requirement of the Municipality 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 Dhenkanal Municipality 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 **One Months'** notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work in time as may be fixed to the Executive Officer, Dhenkanal Municipality or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at the time as may be fixed and may also require to work beyond the fixed time 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.
9. The person deployed may be called on holidays to attend duty for which he/she shall be paid extra remuneration as per the approved rate by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Municipality so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Municipality shall be that of the Manpower Service Provider and the Municipality 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 Dhenkanal Municipality.

12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Dhenkanal Municipality.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Dhenkanal Municipality 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 persons can place their grievance before a Joint Committee consisting of the Executive Officer or a representative of the Dhenkanal Municipality and an Authorized representative of the Manpower Service Provider.
14. The Dhenkanal Municipality 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. *
(* Note: - Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen)
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. In case of poor performance or indiscipline attitude/activities of any manpower, Dhenkanal Municipality will inform the agency to withdraw the person/ persons and replace immediately, to the satisfaction of the Municipality. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
21. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority. The service provider should also ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudice to the interest of the Dhenkanal Municipality.
22. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The Agency shall also be responsible to extract maximum output of work entrusted to each and every persons deployed by him. The agency shall at all times indemnify and agree and undertake to defend and hold Dhenkanal Municipality, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between the agency and Dhenkanal Municipality.



23. The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 50 years and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases.
24. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. The Agency shall submit a certificate to this effect.
25. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
26. The Manpower Service Provider shall indemnify Dhenkanal Municipality against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications thereof.
27. The Manpower Service Provider shall provide at its own cost personal safety equipment, safety belt, Gum Boots, Line tester, Helmets, Raincoats, Photo ID cards, Reflective Jacket to the staffs to be deployed for Sanitation activities depicting the logo of the Municipality & the MSPA, Uniform as may be decided by the authority depicting the logo of the Dhenkanal Municipality & the Manpower Service Provider and Torch Light etc. to his workmen for smooth discharge of responsibilities as entrusted to them once in a year. In case of failure to supply the above personal safety equipment to the workers on part of the Manpower Service Provider, the same shall be supplied by the Municipality and cost thereof shall be recovered from the unpaid bill/Security deposit/Performance security deposit of the Manpower Service Provider. Penalty as may be decided by the Municipality shall be levied on the MSPA in case it is found that its workers are not using the safety equipment's, ID card, Uniform with jacket etc during discharge of their duties, which shall be deducted from the unpaid bill/Security deposit/Performance security deposit of the MSPA.
28. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging his duties/ for inspection or otherwise.
29. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted for fixing of responsibility.
30. In case of any loss caused to the Authority due to lapse on part of the personnel discharging duties, the same shall be borne by the service provider. Dhenkanal Municipality shall have the right to deduct appropriate amount from the bill of the service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, the Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
31. The Manpower Service Provider shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract. Dhenkanal Municipality shall in no way be held responsible for any of the accidents.
32. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
33. For any failure of implementing the statutory rules and regulations by the Manpower Service Provider, Dhenkanal Municipality reserves the right to recover the same from the unpaid bills and security deposit of the Manpower Service Provider.
34. Any violation in part of the Manpower Service Provider towards payment of wages, EPF/ESI Contributions, Leave salary and Bonus as per Act and agreement if, brought to the notice of the authority of Dhenkanal Municipality, it would be referred to Labour Department for taking legal action against the Manpower Service Provider and without prejudice to the right of Dhenkanal Municipality to terminate the contract in such cases.



LEGAL

35. 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.
36. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Dhenkanal Municipality. Dhenkanal Municipality shall have no liability in this regard.
37. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Dhenkanal Municipality 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 Dhenkanal Municipality.
38. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Dhenkanal Municipality or any other authority under Law. The Manpower Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose. The Service Provider shall also maintain personal files in respect of all the staff that are deployed in Dhenkanal Municipality. The personal file shall invariable consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Copy of Aadhaar No, Mobile No, Bank Account, EPF/ESIC Details etc.
39. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of all Acts/Rules including Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Dhenkanal Municipality.
40. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Dhenkanal Municipality is put to any loss / obligation monetary or otherwise, Dhenkanal Municipality 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.
41. 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. Dhenkanal Municipality 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 Dhenkanal Municipality by the persons deployed the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
42. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages and any amount due to the service provider will be recovered by forfeiture of EMD/ISD/performance security.

FINANCIAL

43. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs. 20,000/-** refundable without interest, in shape of Demand Draft / Pay Order drawn in favour of the Executive Officer, Dhenkanal Municipality failing **which the tender shall be rejected out rightly**. Bidders claiming exemption of EMD shall produce authenticate documents in support of their claim failing which their BIDS shall not be considered for evaluation.
44. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them on application without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.**
45. The successful tenderer will have to deposit **1% of Contract Value** as Performance Security Deposit of in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Executive Officer, Dhenkanal Municipality covering beyond six months of 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 tenderer.
46. The successful tenderer will have to deposit **5% of Contract Value** as **Performance Security Deposit** in the form of Bank Guarantee from any Nationalized/ Scheduled Bank drawn in favour of the Executive Officer, Dhenkanal Municipality, covering beyond six months of 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 tenderer.
47. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit, security deposit & EMD of the Manpower Service Provider shall liable to be forfeited besides annulment of the Agreement.
48. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Executive Officer; Dhenkanal Municipality or his authorized staff in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The salary should be first disbursed by the agency to all the deployed persons through on-line to their respective Bank Account by the first week of the succeeding month only after which the payment will be released by the Municipality to the Man power service provider (Copy of the disbursement statement /Bank statement of the Agency in support of payment made to each staff to be enclosed along with the bill).
49. The Service provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
50. 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 Dhenkanal Municipality.

51. The take home remuneration of the persons deployed shall not be less than the rate fixed by the Govt of Odisha in Labour & ESI Department from time to time. The Man power service provider shall quote at the latest minimum wage rate. The differential amount of wage shall be paid by the Municipality as and when the minimum wage rate will be revised by the Govt. The EPF, ESI and GST rate shall be applicable as fixed by the Govt from time to time.
52. The amount of penalty calculated @ **Rs.500.00 per day** on account of delay, if any, in providing 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.
53. The Authority reserves the right to add, modify, withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
54. 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'.
55. Pending submission of/and or decision on a dispute and/or until the arbitral award is published the parties shall continue to perform their respective obligations under this contract agreement which shall be without prejudice to a final adjustment in accordance with such award.
56. All disputes shall be under the jurisdiction of the court located at Bhadrak only.
57. The successful bidder will enter into an agreement with Dhenkanal Municipality 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. Bid document cost
4. EMD/Security Deposit
5. Certified copy of the statement of bank account of the agency for the last One year;
6. Attested copy of PAN Card;
7. Attested copy of the latest IT returns filed by agency for the last three financial years;
8. Attested copy of GST registration certificate with GST Clearance Certificate.
9. Attested copy of the P.F. registration letter / certificate with copies of challan, ECR, contribution slip and payment confirmation slip for the last three months of at least 100 persons (Should be registered for **at least 100 persons** under the establishment);
10. Attested copy of the E.S.I. registration letter / certificate with copies of challan, ECR, contribution slip and payment confirmation slip for the last three months of at least 100 persons (Should be registered **for at least 100 persons** under the establishment);
11. Certified documents in support of the Financial turnover of the agency for the last three years duly certified by a chartered Accountant (average annual turnover should **be Rs.3.00 crores or more**)
12. Certified documents in support of entries in column 13 of Technical Bid application;
13. Attested copy of valid Labour License from appropriate authority;

14. Copies of work orders of value more than Rs.10.00 lakhs from the previous organisations for providing man power services during last Three years especially in the field of man power service providing activities in any ULB/Government/ Semi Government/ Government Undertaking/ PSU/Corporates.
15. Attested copy of documents regarding Geographical Presence in Dhenkanal/ Multiple District
16. Undertaking regarding de-barring/ non-blacklisting by any organization (On stamp paper)
17. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
18. Copy of ISO 9001:2015, SA 8000, 20000 & CMMI L-5 certificates in favour of the agency.
19. Undertaking for disbursement of wages/salary to the respective bank account of all the deployed persons through on-line transfer by the first week of the succeeding month before being reimbursed by the Municipality and submission of wage/salary disbursement statement staff wise along with the claimed bill for the month before being reimbursement by the Municipality.
20. Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in Dhenkanal Municipality, containing full details i.e. date of birth, marital status, address, Aadhaar Card No, 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 Dhenkanal Municipality represented by its Executive Officer 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 Dhenkanal Municipality;

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 in the Dhenkanal Municipality 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.
4. That this agreement is valid up to _____.

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

**Signature of the officer
authorised to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the premises
for and on behalf of the Dhenkanal Municipality.**

In the presence of witness:-

Witness

1. Name:

1. Name:

Address:

Address:

2. Name:

2. Name:

Address:

Address:

ANNEXURE
TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from(date) and shall continue till(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements
2. The Agreement shall automatically expire on(date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or 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 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 30 days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work in time as may be fixed to the Executive Officer, Dhenkanal Municipality or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at the time as may be fixed and may also require to work beyond the fixed time 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 person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per the approved rate by this office on attending such duty.
9. The entire financial liability in respect of manpower services deployed in the Municipality shall be that of the Manpower Service Provider and the Municipality 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 Dhenkanal Municipality.
10. 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 Dhenkanal Municipality.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Dhenkanal Municipality 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 persons can place their grievance before a Joint Committee consisting of the Executive Officer or a representative of the Dhenkanal Municipality and an Authorized representative of the Manpower Service Provider.

12. The Dhenkanal Municipality shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
13. The 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.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with 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.
16. 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.
17. 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.
18. In case of poor performance or indiscipline attitude/activities of any manpower, Dhenkanal Municipality will inform the agency to withdraw the person/ persons and replace immediately, to the satisfaction of the Municipality. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider
19. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority. The service provider should also ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudice to the interest of the Dhenkanal Municipality.
20. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The Agency shall also be responsible to extract maximum output of work entrusted to each and every persons deployed by him. The agency shall at all times indemnify and agree and undertake to defend and hold Dhenkanal Municipality, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between the agency and Dhenkanal Municipality.
21. The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 50 years and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases.
22. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. The Agency shall submit a certificate to this effect.

23. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
24. The Manpower Service Provider shall indemnify Dhenkanal Municipality against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications thereof.
25. The Manpower Service Provider shall provide **at its own cost** personal safety equipment, safety belt, Gum Boots, Line tester, Helmets, Raincoats, Photo ID cards, Uniform as may be decided by the authority displaying the logo of the Dhenkanal Municipality & the Manpower Service Provider and Torch Light etc. to his workmen for smooth discharge of responsibilities as entrusted to them once in a year. In case of failure to supply the above personal safety equipment to the workers on part of the Manpower Service Provider, the same shall be supplied by the Municipality and cost thereof shall be recovered from the unpaid bill/Security deposit/Performance security deposit of the Manpower Service Provider. Penalty as may be decided by the Municipality shall be levied on the MSPA in case it is found that its workers are not using the safety equipment's, ID card, Uniform with jacket etc during discharge of their duties, which shall be deducted from the unpaid bill/Security deposit/Performance security deposit of the MSPA.
26. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging his duties/ for inspection or otherwise.
27. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted for fixing of responsibility.
28. In case of any loss caused to the Authority due to lapse on part of the personnel discharging duties, the same shall be borne by the service provider. Dhenkanal Municipality shall have the right to deduct appropriate amount from the bill of the service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, the Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
29. The Manpower Service Provider **shall be** responsible for any accidents caused to the workers and damage to the equipment during the period of contract. Dhenkanal Municipality shall in no way be held responsible for any of the accidents.
30. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
31. For any failure of implementing the statutory rules and regulations by the Manpower Service Provider, Dhenkanal Municipality reserves the right to recover the same from the unpaid bills and security deposit of the Manpower Service Provider.
32. Any violation in part of the Manpower Service Provider towards payment of wages, EPF/ESI Contributions, Leave salary and Bonus as per Act and agreement if, brought to the notice of the authority of Dhenkanal Municipality, it would be referred to Labour Department for taking legal action against the Manpower Service

- Provider and without prejudice to the right of Dhenkanal Municipality to terminate the contract in such cases.
33. 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.
 34. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Dhenkanal Municipality. The Municipality shall have no liability in this regard.
 35. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Dhenkanal Municipality 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 Dhenkanal Municipality.
 36. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Dhenkanal Municipality or any other authority under Law. The Manpower Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose. The Service Provider shall also maintain personal files in respect of all the staff that are deployed in Dhenkanal Municipality. The personal file shall invariable consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Copy of Aadhaar No, Mobile No, Bank Account, EPF/ESIC Details etc.
 37. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of all Acts/Rules including Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Dhenkanal Municipality.
 38. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Dhenkanal Municipality is put to any loss / obligation monetary or otherwise, Dhenkanal Municipality 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.
 39. 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. Dhenkanal Municipality 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 Dhenkanal Municipality by the persons deployed the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
 40. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages and any amount due to the service provider will be recovered by forfeiture of performance security
 41. In case of breach of any terms and conditions of the agreement, the Performance Security Deposit & EMD of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
 42. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Executive Officer; Dhenkanal Municipality or his authorized staff in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. **The salary should be first**

disbursed by the agency to all the deployed persons through on-line to their respective Bank Account by the first week of the succeeding month only after which the payment will be reimbursed by the Municipality to the Man power service provider (Copy of the disbursement statement /Bank statement of the Agency in support of payment made to each staff to be enclosed along with the bill).

43. The Service provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
44. 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 Dhenkanal Municipality.
45. The take home remuneration of the persons deployed shall not be less than the rate fixed by the Govt of Odisha in Labour & ESI Department from time to time. The Man power service provider shall quote at the latest minimum wage rate. The differential amount of wage shall be paid by the Municipality as and when the minimum wage rate will be revised by the Govt. The EPF, ESI and GST rate shall be applicable as fixed by the Govt from time to time.
46. The amount of penalty calculated @ Rs.500 .00 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.
47. The Authority reserves the right to add, modify, withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
48. 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.
49. All disputes shall be under the jurisdiction of the court located at Dhenkanal only.

**Executive Officer
Dhenkanal Municipality**

BANK GUARANTEE FROMAT FOR PERFORMANCE SECURITY

To

**The Executive Officer
Dhenkanal Municipality**

WHEREAS.....(name and address of the Manpower Service Provider Agency) (hereinafter called "the MSPA") has undertaken, in pursuance of contract No/LOA No.....dated.....for providing manpower service to Dhenkanal Municipality (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the MSPA shall furnish you with a bank guarantee from a scheduled / nationalized bank for the sum of specified therein as performance guarantee for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the MSPA such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the MSPA up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the MSPA to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid. without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the MSPA before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the MSPA shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the..... Day of.....,20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

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