

ଜିଲ୍ଲା ପରିଷଦ, ଗଞ୍ଜାମ, ଛତ୍ରପୁର  
ZILLA PARISHAD, GANJAM, CHATRAPUR



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L.No.: 6195 /Estt.

Date: 10/7/24

To

The Dy. Director  
I & PR Department,  
Govt. of Odisha, Bhubaneswar

Sub: Publication of tender notice for selection of service provider agency for engagement of manpower in Block office and Zilla Parishad, Ganjam.

Ref: This office Tender Notice No. 6194, dated 10/07/2024

Madam/Sir,

With reference to the subject cited above, I am to enclose herewith tender notice for selection of service provider agency for engagement of manpower in block offices and Zilla Parishad, Ganjam under MGNREGA scheme, with a request to publish the above notice in two Odia daily Newspaper & One English newspaper limited to size (8"x8"). The cost of the publication shall be borne by the Zilla Parishad, Ganjam on production of bills as per I & PR Deptt. guidelines.

**Encl: As Above**

Yours Faithfully,

  
SDO-cum-EO,  
Zilla Parishad, Ganjam

Memo No. 6196

Dated. 10/7/2024

Copy along with the tender notice to the Collectorate, Ganjam/ Zilla Parishad, Ganjam/ All Sub-Collectors/ All Blocks/ All Tahasils for display of the notice in the office notice board for wide publication.

Copy along with the tender notice to DIPRO, Ganjam, Chatrapur for information and necessary action.

Copy along with the tender notice to DeGM, Ganjam for information and necessary action. He is requested to hoist the same in the district website i.e [www.ganjam.odisha.gov.in](http://www.ganjam.odisha.gov.in) for wide publication.

  
CDO-cum-EO  
Zilla Parishad, Ganjam



L.No.: 6194 /Estt.

Date: 10/7/24

**INVITATION OF TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR  
HIRING OURSOURCING STAFF UNDER MGNREGA SCHEME**

Sealed tenders are invited from reputed manpower agencies / service providers to provide the services of **22 no.s of Data Entry Operators @1 per block, 44 nos. of MGNREGA Assistants @ 2(Two) per Block, 22 nos. of ACPs @ 1 per block** under MGNREGA scheme to be engaged 22 block offices and **1 (one) Grievance Redressal Assistant, 1(one) Social Audit Assistant at Zilla Parishad, Ganjam** for handling basic data entry works under the scheme.

The detail information for outsourcing the service of aforesaid posts has been given in the Tender Documents which can be obtained from Zilla Parishad, Ganjam or may be downloaded from the Website- [ganjam.odisha.gov.in](http://ganjam.odisha.gov.in). The cost of Tender Documents of Rs. 10,000/- (Rupees Ten thousand) only shall be given in shape of Bank Draft drawn in favour of Chief Development Officer-cum-EO, Zilla Parishad, Ganjam payable at Chatrapur in any Nationalised bank till **5.00 PM of 26.07.2024**. The authority will not be responsible, if any portion of the approved document available in the above mentioned website is excluded or modified. Documents of technical bid and financial bid super scribing "Tender for providing Manpower Services to Zilla Parishad, Ganjam" must reach on or before date- **26.07.2024** by 5.00 PM through speed post or registered post only at office of the Chief Development Officer-cum-Executive Officer, Zilla Parishad, Ganjam, Chatrapur-761020.

Technical bid of all the participating agencies will be opened on **29.07.2024** at 11.00 AM at Zilla Parishad, Ganjam, Chatrapur. Opening of financial bid of all the eligible bidders shall be intimated later on.

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

Collector-cum-DPC,  
MGNREGA, Ganjam

## Contents of Tender Document

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**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To,

**The CDO-cum-EO,  
Zilla Parishad, Ganjam  
Chatrapur,  
Dist-Ganjam, Odisha**

**Subject: (Authorization for attending bid opening on ..... (Date) in the Tender  
for Engaging Service Provider for providing of Manpower to Zilla Parishad, Ganjam.**

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of..... (Bidder) in order of preference given below.

Order of Preference  
Signature

Specimen

Name of Authorized Person

1.

**Signature of Bidder or  
his/her authorized representative**

**Note:**

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

## SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Zilla Parishad, Ganjam, Chatrapur requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of 22 no.s of Data Entry Operators, 44 no. of MGNREGA Asst.s and 22 no.s of ACPs under MGNREGA scheme on contract basis to be engaged at each block offices of Ganjam and two staffs i.e. one Grievance Redress Assistant and one Social Audit Assistant at Zilla Parishad, Ganjam for day to day official works.
2. The contract of providing the aforesaid manpower is likely to commence from **01.08.2024** and would continue till **31.07.2025**. The period of the contract may be further extended beyond **31.07.2024** provided the requirement of the Zilla Parishad, Ganjam, Chatrapur for manpower persists at that time or may be curtailed / terminated before **31.07.2025** owing to deficiency in service or substandard quality of service by the selected Service Provider or because of change in the Zilla Parishad, Ganjam requirements. The Zilla Parishad, Ganjam, Chatrapur however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. This Zilla Parishad, Ganjam, Chatrapur has tentative requirement of 22 no.s of Data Entry Operator, 44 no.s MGNREGA Asst.s and 22 no.s of ACPs for block offices of the district, one Grievance Redress Assistant and one Social Audit Assistant at Zilla Parishad level. The requirement may increase in any / all the categories.
4. The estimated cost of the contract is Rs. 2.00 Crore (Rupees Two crore) approximately.
5. The tender document can be downloaded from the website [ganjam.odisha.gov.in](http://ganjam.odisha.gov.in).
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.1, 00, 000/- (Rupees One lakh) only And other requisite documents by 26.07.2024 up to 5:00 PM at Zilla Parishad, Ganjam, Chatrapur.
7. The various crucial dates relating to "Tender for Providing Manpower Services to the Zilla Parishad, Ganjam, Chatrapur are cited as under:
  - (a) Date and time of receipt of the Tender documents by speed post/Registered post before 26.07.2024 by 5:00 PM.
  - (b) Date and time for opening of
    - (i) Technical Bid : 29.07.2024 at 11:00 AM
    - (ii) Financial Bids of eligible Tenders will be intimated later on
  - (c) Likely date for commencement of : 01.08.2024 (tentative)  
Deployment of required manpower
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 Zilla Parishad, Ganjam**" and "**Financial Bid for providing Manpower services to Zilla Parishad, Ganjam**". Both

sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services to Zilla Parishad, Ganjam.**

9. The Earnest Money Deposit (EMD) of **Rs.1,00,000/-**(Rupees One Lakh) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of CDO-cum-EO, Zilla Parishad, Ganjam. **Chatrapur failing which the tender shall be rejected summarily.**
10. The successful tender will have to deposit a performance Security Deposit of Rs.10,00,000/- (Rupees Ten Lakh) only in the form of Bank Guarantees from **any** Nationalized Bank drawn in favour of Chief Development Officer-cum-Executive Officer, Zilla Parishad, Ganjam, Chatrapur covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
11. The tendering Manpower Service providers are required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered further:
  - a. Application -Technical Bid
  - b. Attested copy of registration of agency;
  - c. Certified copy of the statement of bank account of agency for the last one year;
  - d. Attested copy of PAN/GIR Card;
  - e. Attested copy of the last 3 financial years IT return filed by agency;
  - f. Attested copy of the GST registration certificate;
  - g. Attested copy of the P.F registration letter/certificate;
  - h. Attested copy of the E.S.I registration letter/certificate;
  - i. Average Annual turnover of the agency during the preceding three (3) years i.e. 2021-22, 2022-23 & 2023-24 (Provisional) should be at least Rs 4,00,00,000 /- (Four Crores);
  - j. Certified documents in support of entries in column 13 of Technical Bid application;
  - k. Copy of the terms and conditions of the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
  - l. Certification of ISO 9001:2015 and ISO 45001:2018 shall be furnished
  - m. An affidavit of not have been blacklisted/ debarred by Govt./PSUs shall be furnished.

- n. A letter of Declaration for authorization of representative to attend the opening of Tender, shall be furnished.
- (o) Copy of experience certificate or work order of providing manpower service (semi-skilled/skilled) to any Govt. deptt/ Govt. undertaking/PSU organization in a single contract with involving of minimum hundred manpower engaged each year during last three years.
- (p) Undertaking regarding non-pending of any judicial proceedings.
- (q) Copy of Labour License or registered under Labour Act.
- (r) Power of Attorney of Bidder's letter head
- (s) Demand Drafts in support of Bid processing fee and EMD as applicable
- (t) Audited Balance sheet and P&L Account of last three years certified by Chartered Accountant.
- (u) Attested Copy of PSARA License from Govt of Odisha.
- (v) Bank Solvency Certificate of Rs Two Crores.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

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

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

The bidder shall be evaluated on QCBS (Quality and Cost based Selection) as (80:20).

Technical Evaluation Criteria (100 Marks, Minimum qualifying criteria 60 Marks)

Parameter	Max Marks
<b>1. Turn over:</b> (Above 4Cr upto 6 Cr.Rs.:10 marks, above 6 Cr upto 8 Cr. :15marks, Above 8 Cr: 20 marks)	20
<b>2. Net worth:</b> (1.0- 2.0 Cr.Rs.: 5marks, Above 2 Cr. Upto 5.0 Cr.Rs.:7marks, above 5.0 Cr.:10marks)	10

<b>3. Engagement of manpower of all category:</b> (200<300Employees : 10 marks, 300<400 employees : 15 marks, above 400 to 500 employees: 20 marks, >500 employees: 25marks)	25
<b>4. Experience of office functioning in Odisha:</b> 1 Yr- 2Yr: 5 marks, above 2 Yrs upto 3 Yrs: 7 marks, above 3 Yrs: 10 marks	10
<b>5. Branch office in Ganjam District:</b>	5
<b>6. Statutory compliance of EPFO/ESIC and payment confirmation slips certificate:</b> Submitted for >100 & upto 250 employees: 5 marks Submitted for >250 & upto 500 employees: 10 marks Submitted for > 500 employees: 15 marks	15
<b>7. ISO Certification:</b>	15
Obtained ISO14001:2015 Certification- 5marks	
Obtained ISO22000:2018 Certification- 5marks	
Obtained ISOSA 8000:2014 Certification- 5marks	
<b>Total</b>	<b>100</b>

The bidder having minimum 60 marks in the technical criteria would be considered for further evaluation on QCBS (Quality & Cost based selection).

QCBS evaluation will be as 80:20 where 80%weightage shall be to technical score and 20% weightage shall be to the financial score.

Technical score of individual bidder shall be evaluated as (TS)= Score in Technical evaluation criteria\*0.80.

Financial score of Individual bidder shall be as (FS): L1 (Lowest Quote)/Bidder Quote\* 20

QCBS score of each of the bidder will be evaluated as QCBS= "TS+FS"

Bidder with the Highest Score in the QCBS shall be declared as H1 and will be the best qualified bidder for the award of contract.

**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, preferably, computer typed. 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 initiated by the person authorized to sign the tender bids.

14. The Technical bids shall be opened on the scheduled date and time at 11:00 AM on \_\_\_\_\_ in the office chamber of Chief Development Officer-cum-Executive Officer, Zilla Parishad, Ganjam in presence of the tender committee members and representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time. All required documents of technical bid shall be verified with original if required.
15. The Financial Bid of only those tenderers who qualify in Technical Bid will be opened. The opening of financial bids shall be intimated later on and opened in the presence of the tender committee members and representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The service charge towards providing the manpower service as required in financial bid, shall be a minimum of **3.85% (3% profit plus transaction charge)** as per latest guidelines of Finance Deptt., Odisha vide M. No.19595/F dt-11.07.2023.
17. If 2 or more tenderers stand **H<sub>1</sub>** after the evaluation of technical and financial bid, the service provider will be selected through drawl of lots in presence of the tender committee.
18. The Competent Authority of Zilla Parishad, Ganjam, Chatrapur reserves the right to reject all bids without assigning any reason.

## Annexure-IV

### TECHNICAL REQUIRMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

- 1 The tendering manpower service provider should fulfill the following technical specifications:
  - (a) The manpower service provider agency should establish a registered branch office after award of contract within three months within the jurisdiction of the Zilla Parishad, Ganjam.
  - (b) They should be registered with the appropriate registration authority.
  - (c) They should have at least **five years** experience in providing manpower to Government Departments/ Public Sector Companies / Banks. etc.
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income Tax and GST Department
  - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
  - (g) Average Annual turnover of the agency during the preceding three (3) years i.e. 2021-22, 2022-23 & 2023-24 (Provisional) should be at least Rs 4,00,00,000 /- (Four Crores).
  - (h) The outsource agency must have engaged minimum 100 manpower preferably to govt. sectors through valid contract in the current financial year (documentary evidences to be attached) (order copy).
  - (i) Copy of experience certificate or work order of providing manpower service (semi-skilled/skilled) to any Govt. deptt/ Govt. undertaking/PSU organization in a single contract with involving of minimum hundred manpower engaged each year during last three years.
  - (j) Undertaking regarding non-pending of any judicial proceedings.
  - (k) Copy of Labour License or registered under Labour Act.
  - (l) Power of Attorney
  - (m) Bid Paper cost and EMD
  - (n) Audited Balance sheet and PL Account of last three years certified by Chartered Accountant.
  - (o) Copy of telephone/ Electricity Bill etc. towards proof of registered office/branch office within the jurisdiction area
  - (p) Attested Copy of PSARA License issued by Govt of Odisha.
  - (q) Bank Solvency Certificate of Rs Two Crores.

## **Annexure-V**

### **TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN CASE OF VACANCY ARISED OUT OF RESIGNATION OR ADVERCE REPORT OF OFFICER AGAINST ANY MANPOWER**

#### **Qualification for Data Entry Operator to be engaged under MGNREGA Scheme**

1. She / He should be above 18 years of age and not exceeding 40 years.
2. Must be a Graduate.
3. Must have secured minimum Career Marks of 45% Career Marks is defined as the average percentage of mark (excluding extra / 4<sup>th</sup> Optional) secured by the candidate in 10<sup>th</sup> class or equivalent , +2 or equivalent and Graduation examinations.
4. Must have successfully completed a Computer degree / diploma or a certificate course of six months duration from any recognized University of Orissa / State Govt. Institutions / State Council of Technical Education / Board of Higher Secondary Education or any other institutions recognized by those Govt. bodies.
5. The candidate shall be well conversant in computers and essentially well trained in MS Office and internet. He should also be proficient in other standard packages & applications.
6. The candidate shall have working knowledge of English and Odia.
7. Service Provider should give preference to candidates working as Data Entry Operators in block offices under MGNREGA on their satisfactory performance obtained from the concerned BDOs or authority subject to their eligibility.

#### **Qualification for NREGA Assistant, Grievance Redressal Assistants, and Social Audit Assistants**

1. She / He should be above 18 years of age and not exceeding 45 years.
2. Must be a Graduate.
3. Must have secured minimum Career Marks of 45% Career Marks is defined as the average percentage of mark (excluding extra / 4<sup>th</sup> Optional) secured by the candidate in 10<sup>th</sup> class or equivalent , +2 or equivalent and Graduation examinations.
4. Must have successfully completed either a Computer degree, diploma or a certificate course from any recognized University of Orissa / State Govt. Institutions / State Council of Technical Education / Board of Higher Secondary Education.
5. The candidate shall be well conversant in computers and essentially well trained in MS Office and internet. He should also be proficient in other standard packages & applications.
6. The candidate shall have working knowledge of English and Odia.

7. Service Provider should give preference to candidates working as NREGA Assistance / Grievance Redressal Assistant / Social Audit Assistant in block offices/ Zilla Parishad on their satisfactory performance obtained from the concerned BDOs or authority subject to their eligibility.

Qualification for Addl. Computer Programmer

1. He/she should be above 18 years of age not exceeding 45 years.
2. The minimum educational qualification for Addl. Computer Programmer will be graduation with computer proficiency up to 0' Level with use of INSCRIPT, Key Board for Oriya language. Preference will be given to Commerce graduates with Diploma in Computer Application / I.T. Course recognized by State Council.
3. The candidate shall have working knowledge of Odia and English.
4. Service Provider should give preference to candidates working as Addl. Computer Programmers in the block offices on their satisfactory performances subject to their eligibility.

Annexure-VI

APPLICATION- TECHNICAL BID

For Providing Manpower Services to Zilla Parishad, Ganjam

1. Name of Tendering Manpower Service Provider :

\_\_\_\_\_

2. Details of Earnest Money Deposit: DO No. \_\_\_\_\_ date : \_\_\_\_\_ of drawn on Bank. \_\_\_\_\_

3. Name of Proprietor / Partner / Director:

\_\_\_\_\_

\_\_\_\_\_

4. Full Address of Registered Office:

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

5. Full Address of Operating / Branch Office:

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

6. Name & Telephone No. of Authorized Officer / Person for liaising with Field Office(s)/Blocks: '

\_\_\_\_\_

\_\_\_\_\_

7. Banker of Manpower Service Provider (Attach certified copy of statement of A/C for the last one years):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. PAN/ GIR No. (Attach attest copy):

\_\_\_\_\_

9. GST Registration No.(Attach attest copy):

10. E.P.F.Registration No. (Attach attest copy):

11. E.S.I.Registration No. (Attach attest copy):

12. PSARA License (Attach attest copy):

13. Bank Solvency Certificate (Attach attest copy):

14. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years (Audited statements) :

Financial Year	Amount (in Crores)	Average Annual Turnover of preceding three years (in Crores)
2021-22		
2022-2023		
2023-2024 (Provisional)		

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 Services Provided		Amount of Contract (in Crores)	Duration of contract	
		Type of manpower provided	No.		From	To

17. Additional information, if any (Attach Separate Sheet, if required):

Date:  
Place:

Signature of Authorised Person  
Name:  
Seal :

## Declaration

1.1 \_\_\_\_\_ Son / Daughter/ Wife of Shri \_\_\_\_\_ Proprietor / Director / Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document.

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

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

Signature of Authorised Person

Date:

Full Name:

Place:

Seal

## APPLICATION- FINANCIAL BID

## For Providing Manpower Assistance to Zilla Parishad, Ganjam

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

Sl. No	Manpower Type	Monthly Rate per Person						
		*Take home remuneration	EPF	ESI	Other Statutory dues, if any	Service Charge	GST	Total per person
1	Data Entry Operator	Rs. 11,100/-						
2	MGNREGA Asst./ Grievance Redress Asst./ Social Audit Asst.	Rs. 12,500/-						
3	ACP	Rs. 12,500/-						

\*The take home remuneration for the posts of DEO shall be Rs. 11,100/- per month, MGNREGA Asst. and ACPs are of Rs.12,500/- only inclusive of employee's contribution towards EPF and ESI, subject to change as per Govt. from time to time.

\* The EPF cost / charges shall be quoted on Employer's contribution and Administrative cost only excluding Employee's contribution.

Signature of Authorized Person

Date:

Full Name:

Place:

Seal

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

## (Annexure-VIII)

### TERMS & CONDITIONS

1. The Agreement shall commence from 01.08.2024 and shall continue till 31.07.2025 unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on 31.07.2025 (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 condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract Its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority
5. At present the Zilla Parishad, Ganjam has tentative requirement of 22 nos of Data Entry Operators (@ one in each block office), 44 numbers of MGNREGA Asst.s (@ two in each block office) and 22 no.s of ACPs (@one in each block office) to be engaged at each block office and one Grievance Redress Asst. and one Social Audit Asst. to be engaged at Zilla Parishad, Ganjam under MGNREGA Scheme. The requirement of the Zilla Parishad, Ganjam may further increase or decrease marginally, during the period of initial contract and also the tenderer would have to provide additional manpower service, 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 is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10.00 AM to the Chief Development Officer-cum-EO, Zilla Parishad or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.30 PM and may also require to work beyond 5.30 PM for which he/she 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Zilla Parishad, Ganjam so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployed in Zilla Parishad, Ganjam or office concerned shall be that of the manpower Service provider and the Zilla Parishad, Ganjam or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Zilla Parishad, Ganjam or Office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and EMD & security deposits shall be forfeited.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Manpower Service shall not have any claim whatsoever like employer and employee relationship against the Zilla Parishad, Ganjam or Office concerned.
13. The Manpower Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Zilla Parishad, Ganjam 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 Zilla Parishad, Ganjam office concerned and an Authorized representative of the Manpower Service Provider.
14. The Zilla Parishad, Ganjam 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 In 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 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 registered 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 Person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Zilla Parishad, Ganjam or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person 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 application 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 worker in respect of the persons deployed by it. The Zilla Parishad, Ganjam or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Zilla Parishad, Ganjam or Office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Zilla Parishad, Ganjam or office concerned.

25. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Zilla Parishad, Ganjam or office concerned or any other authority under Law.
26. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act Rule, as amended, from time to time and certificate to this effect shall be provided to the Zilla Parishad, Ganjam or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the Zilla Parishad, Ganjam or the office concerned is put to any loss / obligation, monetary or otherwise, the Zilla Parishad, Ganjam or the Office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent to the loss or obligation in mandatory terms.
28. Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Zilla Parishad, Ganjam or office concerned will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Zilla Parishad, Ganjam or Office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

#### **FINANCIAL**

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.1,00,000/-(Rupees One lakh) only in the form of Demand Draft / pay Order drawn in favour of Chief Development Officer-cum-Executive Office, Zilla Parishad, Ganjam **failing which the tender shall be rejected out rightly.**
30. The Earnest Money Deposit in respect of the agencies which do not qualify the technical Bid (first state) / Financial Bid (Second competitive stages) shall be returned to them without any interest. In case of successful tender if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
31. The successful tenderer will have to deposit a security amount of Rs. 10,00,000/- (Rupees Ten Lakh) only in the form of Fixed Deposit Receipt (FDR)/ Bank Guarantee made in the name of the agency but Hypothecated to the CDO-cum-EO, Zilla Parishad, Ganjam covering the period of contract. In case the, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tendered.

32. The successful tender will have to deposit a Performance Security Deposit Rs. 10,00,000/- (Rupees Ten Lakh) only in the form of Bank / Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the bank guarantee will have to be accordingly renewed by the successful tenderers.
33. 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.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Zilla parishad, Ganjam or 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.
35. The claim in bills regarding Employees State Insurance, Provident fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Zilla Parishad, Ganjam or Office concerned.
36. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute in case of position falling vacant for the period beyond three working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
37. 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.
38. 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 Collector, Ganjam for his decision and the same shall be binding on all parties.
39. 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.
40. The successful bidder will enter into an agreement with Collector-cum-DPC, MNREGA, Ganjam for supply of suitable and qualified man powers as per requirement of Zilla Parishad, Ganjam on the above terms and conditions.

## **Annexure-IX**

### **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 one year;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the last 3 financial years IT return filed by agency;
6. Attested copy of the GST registration certificate;
7. Attested copy of the P.F registration letter/certificate;
8. Attested copy of the E.S.I registration letter/certificate;
9. Certified document in support of the Average Annual turnover of the agency during the preceding three (3) years i.e. 2021-22, 2022-23 & 2023-24 (Provisional) should be at least Rs 4,00,00,000 /- (Four Crores);;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions of the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Certification of ISO 14001:2015, ISO 22000:2018, ISO SA 8000:2014 shall be furnished
13. An affidavit of not have been blacklisted/ debarred by Govt./PSUs shall be furnished.
14. A letter of Declaration for authorization of representative to attend the opening of Tender, shall be furnished.
- (15) Copy of experience certificate or work order of providing manpower service (semi-skilled/skilled) to any Govt. deptt/ Govt. undertaking/PSU organization in a single contract with involving of minimum hundred manpower.
- (16) Undertaking regarding non-pending of any judicial proceedings.
- (17) Copy of Labour Licence or registered under Labour Act.
- (18) Power of Attorney of Bidder's letter head
- (19) Demand Drafts in support of Bid processing fee and EMD as applicable
- (20) Audited Balance sheet and P&L Account of last three years certified by Chartered Accountant.
- (21) Attested Copy of PSARA License from Govt of Odisha.
- (22) Bank Solvency Certificate of Rs Two Crores.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE**

**DEPLOYMENT OF MANPOWER.**

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

**MODEL AGREEMENT**

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

And

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

Whereas, the "Authority" desire that the service of " \_\_\_\_\_ " are required in \_\_\_\_\_ Zilla Parishad, \_\_\_\_\_ Office;

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provision of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

**Now this agreement witnesses as below:-**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " \_\_\_\_\_ " in the \_\_\_\_\_ (name of the Zilla Parishad) \_\_\_\_\_/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to \_\_\_\_\_

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

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

**Signature of the officer Authority  
Officer acting in the premises  
For and on behalf of the  
Governor of Orissa**

*In the presence of witness:-*

**Witness**

**Witness**

1. Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
1. Name : \_\_\_\_\_  
Address : \_\_\_\_\_

1. Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
1. Name : \_\_\_\_\_  
Address : \_\_\_\_\_

## TERMS & CONDITIONS OF THE AGREEMENT

1. This agreement is made with the Collector-cum-DPC pursuant to Office order no.7197 dt-21.03.2020 of Govt. in Panchayati Raj and Drinking Water Deptt., Odisha. The Agreement shall commence from \_\_\_\_\_ and shall continue till \_\_\_\_\_ unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of man power 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 condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. At present the Zilla Parishad, Ganjam has tentative requirement 22 nos of Data Entry Operators, 44 no.s of MGNREGA Asst. and 22 no.s of ACPs under MGNREGA scheme. The requirement of the Zilla Parishad, Ganjam may further increase or decrease marginally, during the period of initial contract and also the tenderer would have to provide additional manpower service, if required on the same terms and condition.
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 is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10.00 AM to the Chief Development Officer-cum-EO, Zilla Parishad or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.30 PM and may also require to work beyond 5.30 PM for which he/she 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Zilla Parishad, Ganjam so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployment in the Zilla Parishad, Ganjam or office concerned shall be that of the manpower Service provider and the Zilla Parishad, Ganjam or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Zilla Parishad, Ganjam or Office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and EMD & security deposits shall be forfeited.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Manpower Service shall not have any claim whatsoever like employer and employee relationship against the Zilla Parishad, Ganjam or Office concerned.
13. The Manpower Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Zilla Parishad, Ganjam 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 Zilla Parishad, Ganjam office concerned and an Authorized representative of the Manpower Service Provider.
14. The Zilla Parishad, Ganjam 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 In 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 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 registered 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 Person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Zilla Parishad, Ganjam or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
22. The Persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the application 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 worker in respect of the persons deployed by it. The Zilla Parishad, Ganjam or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Zilla Parishad, Ganjam or Office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Zilla Parishad, Ganjam or office concerned.

25. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Zilla Parishad, Ganjam or office concerned or any other authority under Law.
26. The Tax deduction at source (T.D.S) shall be done as per the provision of Income Tax Act Rule, as amended, from time to time and certificate to this effect shall be provided to the Zilla Parishad, Ganjam or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the Zilla Parishad, Ganjam or the office concerned is put to any loss / obligation, monetary or otherwise, the Zilla Parishad, Ganjam or the Office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent to the loss or obligation in mandatory terms.
28. Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Zilla Parishad, Ganjam of office concerned will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Zilla Parishad, Ganjam or Office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
29. In case of breach of any terms and condition attached to this agreement, the performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
30. The Manpower Service Provider shall pay the remuneration in advance to the employees by the 1<sup>st</sup> day of every month on receipt of absentee statements from the concerned authorities for the preceding month. Thereafter the service provider shall raise the bills, in triplicate, along with attendance sheets duly verified by Zilla Parishad, Ganjam or 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.
31. The claim in bills regarding Employees State Insurance, Provident fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Zilla Parishad, Ganjam or Office concerned.

32. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute in case of position falling vacant for the period beyond three working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the Collector, Ganjam for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority who has executed the agreement, is located.

Collector, Ganjam

