



Tender Notice No. 6112 /RH

Date: 09.07.2024

Tender Notice for Selection of a Service Provider Agency for engagement of Manpower in BPMUs & DPMU under Zilla Parishad, Ganjam.

DATE OF AVAILABLE OF TENDER PAPER/ DOCUMENTS IN WEB SITE	:	10.07.2024 By 10.00 AM
LAST DATE FOR SUBMISSION OF TENDER PAPER/ DOCUMENT	:	25.07.2024 By 05.00 PM
OPENING OF TENDER PAPER/ DOCUMENT IN PRESENCE OF SERVICE PROVIDER	:	26.07.2024 at 11:00 AM
OPENING OF FINANCIAL BID	:	After evaluation of Technical Bid

Tenders/Bids are invited from registered Service Provider Firm for engagement of Manpower in 22 BPMUs & DPMU of Rural Housing Schemes under Zilla Parishad, Ganjam during the financial year 2024-25.

The eligibility criteria and detailed specifications are available in the tender document. The tender document and other details are available in the website <https://ganjam.odisha.gov.in>


Chief Development Officer-cum-EO
Zilla Parishad, Ganjam

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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 the 22 BPMUs
& DPMU under 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.

TENDER DOCUMENT OF A MANPOWER SERVICE PROVIDER FOR PROVIDING MANPOWER TO BPMUs & DPMU UNDER ZILLA PARISHAD, GANJAM

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. For engagement of 22 nos of Block Project Coordinators (BPCs) & Block Project Assistants (BPAs) in 22 BPMUs and one District Project Coordinator (DPC), one District Project Executive (DPE) & one Call Center Executive (CCE) in DPMU under Rural Housing Schemes in Zilla Parishad, Ganjam.
2. Accordingly, Zilla Parishad, Ganjam under Panchayati Raj & Drinking Water Department, Govt. of Odisha requires the services of reputed, well established and financially sound Manpower Service Providers to provide different categories of manpower for DPMU & 22 BPMUs under Rural Housing Schemes for carrying out day to day activities under jurisdiction of Zilla Parishad, Ganjam. The categories are :
 - For DPMU: one District Project Coordinator (DPC)
 one District Project Executive (DPE)
 one District Call Center Executive (CCE)
 - For 22 BPMUs : 22 nos of Block Project Coordinators (BPCs)
 22 nos of Block Project Assistants (BPAs)
3. The contract for providing the aforesaid manpower is likely to commence from **01/08/2024** and will valid till **31/03/2025**. The contract may be extended as per instruction of Govt. in Panchayati Raj & Drinking Water Department. Zilla Parishad, Ganjam, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider Agency.
4. **Two- Bid system:** The bid has been invited under two bid systems i.e Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes superscribing

“Technical Bid” (SELECTION OF REGISTERED FIRM/SERVICE PROVIDER AGENCY FOR PROVIDING MANPOWER FOR DPMU & 22 BPMUs UNDER ZILLA PARISHAD, GANJAM)

and

“Financial Bid” (SELECTION OF REGISTERED FIRM/SERVICE PROVIDER AGENCY FOR PROVIDING MANPOWER FOR DPMU & 22 BPMUs UNDER ZILLA PARISHAD, GANJAM)

Both sealed envelopes must be kept in a third sealed envelope super-scribing
“Bid Document- (SELECTION OF REGISTERED FIRM/SERVICE PROVIDER AGENCY FOR PROVIDING MANPOWER FOR DPMU & 22 BPMUs UNDER ZILLA PARISHAD, GANJAM)”
5. The tenderer shall deposit Rs. 5,000/- (Rupees Five Thousand) only in form of demand draft (non-refundable) in favour of CDO-cum-EO, Zilla Parishad, Ganjam drawn in any nationalised/ private, commercial bank and payable at CDO-cum-EO, Zilla Parishad, Ganjam, failing which, the bid will be outrightly rejected. EMD of Rs. 3,00,000/- (Rupees Three Lakh) Only as per the advised mode in the tender document.
6. Selected bidder will have to deposit a Performance Security of Rs. 2,00,000/- in the form of Bank Guarantee from any nationalised/ private, commercial Bank situated within Odisha in favour of CDO-cum-EO, Zilla Parishad, Ganjam for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released

immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

7. The tendering Service Providers are required to furnish the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
- i. Application -Technical Bid
 - ii. Attested copy of registration of agency
 - iii. Covering letter along with power of attorney on the bidder's letter head
 - iv. Certified copy of the statement of bank account of agency for the last one year
 - v. Demand Draft in support of Bid processing fee as applicable
 - vi. Demand Draft in support of Bid Processing Fee & EMD as applicable.
 - vii. Copy of the GSTIN Registration certificate of the Service Provider issued by the competent authority
 - viii. Copy of PAN/GIR card
 - ix. Copy of Registration Certificate/Certificate of Incorporation of Company/Firm.
 - x. Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.
 - xi. Copy of the Audited Balance Sheet and P & L Account for the last three consecutive years certified by the Chartered Accountant.
 - xii. Certified extracts of the Bank Account containing transactions during last three years.
 - xiii. Copies of EPF and ESI certificates, copy of deposit details made in EPF & ESI for 2023-24 as per the work order of 2022-23.
 - xiv. Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act,1970
 - xv. Certified document in support of the Financial turnover of the agency / Audited Statement. Average Annual turnover during the preceding **3 (three) years** i.e. 2021-22, 2022-23 & 2023-24 (Provisional) should be at least **Rs.1, 00, 00,000/- (One Crore)**
 - xvi. An affidavit of not have been blacklisted/ debarred by Govt./PSUs shall be furnished
 - xvii. Copy of Experience certificate or Work order of providing manpower services to any Government Department/Govt. undertaking /PSUs organisation in a single contract with **involving of minimum 45 manpower** engaged each year during last three years.
 - xviii. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
 - xix. Certification of ISO 9001:2015, ISO 27001:2013 and ISO 45001:2018, if any shall be furnished.
 - xx. A letter of Declaration for authorization of representative to attend the opening of Tender, shall be furnished.
 - xxi. 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.
 - xxii. Audited Balance sheet and P&L Account of last three years certified by Chartered Accountant.
 - xxiii. Undertaking regarding non-pending of any Judicial Proceeding (on bidder's letter head).
 - xxiv. Attested Copy of PSARA License from Govt of Odisha.
 - xxv. Bank Solvency Certificate of Rs One Crores.

Note: - Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

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

The technical Bid will be opened on **26.07.2024 at 11.00 AM** in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened after evaluation of Technical Bid in presence of the authorized representatives.

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

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

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

However, the decision of the authority shall be final during the overall selection process. The quoted rates shall be as per the prescribed remuneration and shall include all statutory obligations.

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

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	
A. Organization Strength	50	
Turnover (Up to Rs. 3 Cr.: 5 marks, Rs. 3.0 – 5.0 Cr.:10 marks, > Rs.5 Cr.:15 marks)	15	
Net worth (Rs. 1.0-2.0Cr.: 5 marks, Rs. 2.0-5.0 Cr.:7 marks, > Rs. 5.0 Cr.: 10 marks)	10	
Employee base on outsourcing basis with valid license from Labour & ESI department (100-250 Employees: 15 marks, 250-500 employees: 20 marks, >500 employees: 25 marks)	25	
B. Organization Experience, Statutory Compliance & Quality Certification	50	
Experience of Office functioning in Odisha for 1- 2 years: 5 marks, 2-3 years: 7 marks, >3 Years: 10 Marks >3years: 10 marks)	10	
Awarded Govt./PSU labour contracts worth Rs.20 lakh and above (1 - 2 Years : 5 marks, 2- 5 Years :7 marks, > 5 Years: 10 marks)	10	
Statutory Compliances of EPFO/ESIC and payment confirmation slips certificate: Submitted for above 50 and up to 100 employees: 5 marks, Above 100 and up to 300 employees: 10 marks Above 300 employees: 15 marks	15	
ISO Certification Obtained ISO 14001:2015 Certification-5 marks Obtained ISO 22000:2018 Certification-5 marks Obtained ISO SA 8000:2014 Certification-5 marks	15	
Total (A+B)	100	

- a) The bidder having minimum 60 marks in the technical criteria would be considered for further evaluation on QCBS (Quality & Cost based selection).
- b) QCBS evaluation will be as 80:20 where 80 % weightage shall be to technical score and 20 % weightage shall be to the financial score.
- c) Technical score of individual bidder shall be evaluated as (TS) = Score in Technical evaluation criteria * 0.80.
- d) Financial score of Individual bidder shall be as (FS): L1 (Lowest Quote)/Bidder Quote * 20
- e) 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. If 2 or more tenderers stand H1 in the financial bid, the service provider will be selected through drawl of lots in presence of the tender committee. The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations and they shall be considered for engagement at the rate agreed by the selected agency in the event of withdrawal, failure of the selected agency or on the event of increase in volume of work, or for any other reason.

The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower or with the date of closer of any scheme or till 31.03.2025, whichever is earlier. The period of the contract may be further extended provided the requirement of the Zilla Parishad, Ganjam for manpower persists at that time 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 Department's requirements. The Zilla Parishad, Ganjam however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.

- 10. E-mail / Fax bids will be summarily rejected. Late submission bid shall be out rightly rejected.**
11. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.
12. The Technical bids would first be taken into consideration by a committee. The Technical bids shall be opened on the scheduled date and time in the presence of the bidder or his authorized representatives, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.
13. The Financial Bid of only those tenderers will be opened whose technical bids are found to be in order. The Financial bids will also be opened in the presence of the bidder or authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time.
- 14. The CDO-cum-EO, Zilla Parishad, Ganjam reserves the right to annul all bids without assigning any reason.**
15. The registered office or one of the branch offices of the Service Provider should be located within the state of Odisha as well as Ganjam District. In case there is no branch office at Odisha & Ganjam District, the successful bidder shall have to open branch office within one month of the signing the agreement.
16. The Agency should pay to the Human Resource on the last day of the month. The agency will deposit the EPF and ESI of Human Resource in time and submit proof of the same along with payment of remuneration to HR to Zilla Parishad, Ganjam by 10th of each month. In case of any delay, agency will submit reason for it to the satisfaction of CDO-cum-EO, Zilla Parishad, Ganjam.
17. The requisition will be given to the agency by Zilla Parishad, Ganjam as per need/ requirement from time to time during the contract period. Preference may be given to the employees currently working in 22 BPMUs & DPMU under Rural Housing Schemes. Zilla Parishad, Ganjam will share the

list of employees, who were working in 22 BPMUs & DPMU under Rural Housing Schemes to the selected agency. Whenever any vacancy will arise due to resignation/termination/death of Human Resources, upon receipt of requisition the agency will give a list of manpower at least 3 times of the requirement. The list should be accompanied with detailed information of manpower within stipulated period specified in the requisition. The suitable manpower will be scrutinized by a committee headed by CDO-cum-EO, Zilla Parishad, Ganjam by following due procedure.

18. In case of unsatisfactory performance of any Human Resource, Zilla Parishad, Ganjam will inform the agency to withdraw the person/ persons and replace immediately following the procedure mentioned at point above.
19. The agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking, in writing, regarding the verification done. No person with criminal antecedent/ criminal & vigilance cases shall be deployed.
20. The agency shall at all times indemnify and agree and undertake to defend and hold DRDA, Ganjam, 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 agency and Zilla Parishad, Ganjam
21. Manpower to be engaged should have good moral character and antecedents. As such anybody employed for the job should have a satisfactory PVR. The Service Provider will submit PVR and Bio data of all his workmen to be engaged in the given PMUs. In case of any kind of wrong doing by his man power, Service Provider will be responsible for the same.
22. Statutory charges like **EPF/ESI** will be reimbursed to the contractor at the prevailing rate on producing proof of payment of the same.
23. The Service Provider shall provide the services of manpower as mentioned at Pt.2 above.
24. The monthly remuneration of the different categories of personnel shall be paid by the service provider after deducting statutory obligation towards employee's contribution and service charges.
25. The Service Provider shall pay the remuneration to the persons engaged after deducting statutory obligation towards employee's contribution and service charges by **1st of each succeeding month** and accordingly the bills shall be sent to O/o. CDO-cum-EO, Zilla Parishad, Ganjam by **5th of each succeeding month** against the payment made to the persons for release of funds. The Service Provider shall submit proof of the same along with payment of remuneration to HR to Zilla Parishad, Ganjam by 10th of each month. In case of any delay, agency will submit reason for it to the satisfaction of CDO-cum-EO, Zilla Parishad, Ganjam. **No advance funds shall be released to Service Provider.**
26. 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
27. **All documents required to be submitted shall be self-attested.**

TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfil the following technical specifications

1. The Bidder may be a proprietary firm, partnership firm, limited Company, Corporate Body legally constituted.
2. The Service Provider should have **at least three years' experience** in providing Manpower Services to Government Departments/Govt. under takings/ Public Sector undertakings/Banks etc. out of which at least one years' experience in Odisha.
3. The Service Provider must have a minimum average annual turnover of **Rs. 1.00 Crore per annum** for the last three consecutive years as per the audited statement of accounts.
4. There should be no civil/criminal case pending with the authority/ Police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment as on affidavit in this regard.
5. The Service Provider should be duly registered with the Service Tax Authorities (GST) and having valid Labour License under contract labour (Regulation & Contract) Act'1970.
6. The Service Provider should be registered with the appropriate authorities under employee provident fund & Employee State Insurance Acts.
7. The Service Provider should have its own balance account.
8. Attested Copy of PSARA License from Govt of Odisha.
9. Bank Solvency Certificate of Rs One Crores.
10. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of Ganjam District. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of Ganjam District within one month of the signing the agreement or elsethe manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).

TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN DPMU & 22 BPMUs UNDER ZILLA PARISHAD, GANJAM

DPMU (District Level) at Zilla Parishad, Ganjam:

A. District Project Coordinator

- ✓ **Skill & Attributes:** Physically, mentally sound person capable to carryout Office as well as field work.

- ✓ **Educational Qualification**

He/she must have University Degree with PGDCA & Tally.

- ✓ **Job Description**

- ✓ Preparation of report on Rural Housing Schemes.
- ✓ Monitoring the parameters of Rural Housing Schemes.
- ✓ Field visit, if required to monitor progress of house.
- ✓ Any other work assigned by the Authority.

B. District Project Executive

- ✓ **Skill & Attributes:** Physically, mentally sound person capable to carryout Office work.

- ✓ **Educational Qualification**

He/she must have Intermediate with at least 6 months Diploma/Course in Computer

- ✓ **Job Description**

- ✓ Preparation of Daily/Weekly/monthly report on Rural Housing Schemes.
- ✓ Maintaining database related to Rural Housing Schemes.
- ✓ Any other work assigned by the Authority.

C. District Call Centre Executive

- ✓ **Skill & Attributes:** Physically, mentally sound person capable to carryout Office work.

- ✓ **Educational Qualification**

He/she must have passed Intermediate examination.

- ✓ **Job Description**

- ✓ Contact to beneficiaries & Tagged Officials on regular basis.
- ✓ Update report in the RH Portal.
- ✓ Any other work assigned by the Authority.

BPMU (Block Level)

D. Block Project Coordinator

- ✓ **Skill & Attributes:** Physically, mentally sound person capable to carryout Office as well as field work.

- ✓ **Educational Qualification**

He/she must have graduate in any discipline with computer knowledge.

- ✓ **Job Description**

- ✓ Preparation of report on Rural Housing Schemes.
- ✓ Monitoring the parameters of Rural Housing Schemes.
- ✓ Field visit, if required to monitor progress of house.
- ✓ Any other work assigned by the Authority.

E. Block Project Assistant

- ✓ **Skill & Attributes:** Physically, mentally sound person capable to carryout Office work.

- ✓ **Educational Qualification**

He/she must have Intermediate with Computer knowledge.

- ✓ **Job Description**

- ✓ Preparation of Daily/Weekly/monthly report on Rural Housing Schemes.
- ✓ Maintaining database related to Rural Housing Schemes.
- ✓ Any other work assigned by the Authority

APPLICATION - TECHNICAL BID

**(For Bidding as a Service Provider for Providing the Services of Personnel to
DPMU & 22 BPMUS UNDER ZILLA PARISHAD, GANJAM)**

1. Name of Tendering Service Provider: _____
2. Status (Proprietorship /Partnership/ Private Limited):_____
3. Full Address of Registered office: _____
Office Telephone No. _____ Mobile No. _____
Email ID: _____
4. Full Address of operating / Branch Office : _____
Telephone No.: _____
Fax No.: _____
E-mail address: _____
5. Name & Telephone No. of Authorized Officer /
person to liaise with field Officer(s) _____
6. Banker of the Service Provider
(Attach Certificate copy of statement
of A/c for the last 3 consecutive year) _____
7. PAN / GIR No. (Attach self-attested copy) _____
8. GST Registration No.: _____ (Attach self-attested copy)
9. E.P.F. Registration No. : _____ (Attach self-attested copy)
10. E.S.I. Registration No. : _____(Attach self-attested copy)
11. Labour License/Registration under
The Contract Labour (Regulation & Control)
Act,1970 (Attach self-attested copy)
12. PSARA License from Govt of Odisha (Attach attest copy):_____
13. Bank Solvency Certificate (Attach attest copy):_____
14. Financial turnover of the tendering service provider for the last 3 consecutive financial year

Details of Financial Turnover:

Financial Year	Total Annual Turnover (Rs. in Crore)	Average Turn Over (Rs. in Crore)
2023-24 (Provisional)		
2022-23		
2021-22		

15. Give detail of minimum 3 such contracts handed by the tendering service provider during the last three consecutive years in following format.

Details of organization where personnel have been deployed: (attach a separate sheet)

Name of Organization	Category of personnel	Year wise number of persons deployed					
		2021-22	Contract Amount	2022-23	Contract Amount	2023-24	Contract Amount

16. Tender Cost Demand Draft No..... Dt.....& Rs.....

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

Signature of Authorised Person

Date:

Name:

Place:

Seal :

TECHNICAL BIDEVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility conditions as well as technical criteria and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **OCBS (Quality and Cost based Selection) Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **H1as per OCBS (Quality and Cost based Selection) based.**

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations. The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel. The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason there of.

BIDDER'S COVERING LETTER

TECHNICAL BID

(BIDDER LETTER HEAD)

To

**THE CDO-CUM-EO
ZILLA PARISHAD, GANJAM
CHATRAPUR, Dist: GANJAM, ODISHA, 761020**

Sub : Tender for Supply of Manpower in DPMU & 22 BPMUs under Zilla Parishad, Ganjam. [Technical Proposal]

Dear Madam/Sir,

I, the undersigned, offer to participate in the tender process to provide services for in accordance with your Tender Notice No. _____, Dated _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes. I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

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

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____ Address of

the Bidder: _____

(FORM - T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Director /	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9	GSTIN (Attach self-attested copy.)	
10	E.P.F. Registration No. (Attach self-attested copy)	
11	E.S.I. Registration No. (Attach self-attested copy)	
12	PSARA License from Govt of Odisha (Attach self-attested copy)	
13	Bank Solvency Certificate of Rs One Crores.	
14	Acceptance to all the terms & conditions of the tender (Yes/No).	
15	Power of Attorney/authorization letter for signing the of the bid documents	
16	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
17	Kindly mention the total number of pages in the tender document.	

18. Financial Turnover of the bidder for the last 3 financial years.(*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR)
FY1		
FY2		
FY3		

**from the date of issue of tender*

19. Details of the similar type service provided by the bidder in last 5 years:

Sl. No	Period	Name of Authority with Complete Address	Type of services provided with details of manpower/Machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

Declaration

I, Shri Son/Daughter/Wife of Shri _____ Proprietor/Director/Authorized signatory of _____ (Name of the Service Provider), competent to sign this declaration and execute this tender;

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

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

(Signature of Authorized Representative with seal) Place:

.....Date:

FORM-T2

UNDERTAKING

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

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

Yours sincerely,

Authorized Signature [In full and initials]

**Name and Designation of the Signatory:
Name of the Bidder and Address :**

FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company. I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

BID SUBMISSION CHECK LIST

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

It is to be ensured that:

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

Authorized Signatory [In full and initials] _____ Name and Designation with Date and Seal: _____

DECLARATION

1. I, _____ Son/Daughter / Wife of Sri _____,
Age - _____ Proprietor / Director / Authorized signatory of the Service Provider,
mentioned above, a competent to sign this declaration and execute this tender document.
2. I have carefully gone through 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 if any false information /
fabricated document would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.

DATE:

Signature of Authorised Person of Service Provider

PLACE:

(With Organisation's Seal)

Name& Address

FINANCIAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

(Date__/__/____)

To

The CDO-cum-EO
Zilla Parishad, Ganjam
Chatrapur, Dist.-Ganjam, Pin-761020

Sub: Expression of Interest for selection of Registered Firms/ Service Provider Agencies for providing manpower for DPMU & 22 BPMUs under Zilla Parishad, Ganjam on outsourcing basis. (Financial proposal)

Sir,

I, the undersigned, offer to provide the services for manpower for DPMU & 22 BPMUs under Zilla Parishad, Ganjam on outsourcing basis in accordance with your Tender No....., Dated..... Our attached financial price is (insert amount(s) in words and figures) for the proposed service as enclosed in Appendix-E. This amount is inclusive of all taxes applicable except GST Act. I do hereby undertake that, in the event acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

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

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

Yours faithfully,

Authorised Signatory
(In full and initials)

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

APPLICATION - FINANCIAL BID

**(For Bidding as a Service Provider for Providing the Services of Personnel to
DPMU & 22 BPMUs UNDER ZILLA PARISHAD, GANJAM)**

1. Name of Tendering Manpower Service Provider:

2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc. except
GST : _____

i. Service Charges : _____

ii. Other Statutory dues : _____

Total = _____

N.B.:-

As per Notification no 19595/F dt 11.07.2023 issued by Finance Department, Govt. of Odisha,

1: The Minimum Service Charge shall be 3.85 % (3 % profit plus transaction charges).

2: The procuring entity can also fix the service charge above 3.85 % with proper justification,
whenever required. However, such charge should not exceed 7 % in any case.

3: The total quoted by the tendering agency should be inclusive of all statutory/ taxation
liabilities in force at the time of entering into the contract and exclusive of GST. GST as
applicable at the time of submission of bill shall be charges by the HRSPA over & above the
total amount required for service of manpower. The payment shall be made at end of each
calendar month only on the basis of absentee statement for each manpower

Date:

**Signature of Authorised Person
of Service Provider (With Seal)**

Place:

SCHEDULE OF CONTRACT

Table I: No. of Personnel to be engaged under different scheme

Sl No.	Category	To be engaged at
1	Different type of persons to be engaged i.e. District Project Coordinator (DPC), District Project Executive (DPE) and District Call Centre Executive (CCE) under Rural Housing Schemes	DPMU at Zilla Parishad, Ganjam
2	Different type of persons to be engaged i.e. Block Project Coordinator (BPC), Block Project Assistant (BPA) under Rural Housing Schemes	22 BPMUs at Block level

Table II: Monthly remuneration and Statutory Employer payments to be made by the Authority (in Rupees)

Sl No.	Name of the Position	Monthly remuneration (without statutory payment)
1	Different type of persons to be engaged i.e. District Project Coordinator (DPC), District Project Executive (DPE) and District Call Centre Executive (CCE) under Rural Housing Schemes	The wages will be fixed by the Zilla Parishad, Ganjam as per the instructions of PR & DW Department from time to time.
2	Different type of persons to be engaged i.e. Block Project Coordinator (BPC), Block Project Assistant (BPA) under Rural Housing Schemes	

The number of personnel to be engaged at different levels is tentatively about 47.

MODEL AGREEMENT

THIS AGREEMENT is made on the _____, Chatrapur, Ganjam District

BETWEEN

The **Chief Development officer cum Executive officer, Zilla Parishad, GANJAM** having its office at Chatrapur, Po- Chatrapur, District-Ganjam here-in-after referred as authority/ Employer, which expression shall be excluded in the subject or context, so requires or admits and also includes successors legal representative and permitted assigns in one part.

AND

M/s _____ manpower services providing agency having registered office at _____ represented by _____ here-in-after called the Human Resource Service Provider Agency (HRSPA) which Expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whereas the “Zilla Parishad, Ganjam” desires that the services of manpower are required and whereas the “Human Resource Service Provider Agency” (HRSPA) has offered its willingness to the same in conformity with the provisions of the agreement and as per the terms and conditions of the agreement to the “Human Resource Service Provider Agency”. Now this agreement witnesses as in next page.

1. That the terms and conditions shall be deemed to form and to be read and included as part of this agreement.
2. That in consideration of the payment to be made by “Zilla Parishad, Ganjam” to the “Human Resource Service Provider Agency”, the HRSPA hereby agrees with the “Zilla Parishad, Ganjam, Chatrapur” to provide personnel to be engaged in 22 nos of BPMUs of Blocks & DPMU of Zilla Parishad, Ganjam in conformity with the provision of the terms and conditions.
3. That the “Zilla Parishad, Ganjam” hereby further agrees to pay the HRSPA 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.
5. That this agreement is valid from **01.08.2024** to **31.03.2025**.

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 Authorised Person of HRSPA	Signature of CDO-cum-EO, Zilla Parishad, Ganjam
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In the presence of witness:

- | | |
|---|---|
| <p>Witness</p> <ol style="list-style-type: none"> 1. Name
Address 2. Name
Address | <p>Witness</p> <ol style="list-style-type: none"> 1. Name
Address 2. Name
Address |
|---|---|

TERMS & CONDITIONS

GENERAL

1. Tender was invited for supply of different categories of manpower for RH schemes under Zilla Parishad, Ganjam. The requirement of the Zilla Parishad, Ganjam may further increase or decrease, during the period of initial contract and the tendered would have to provide additional Manpower Services, if required, on the same terms and conditions. The date of contract shall commence afresh from 01.08.2024 and shall continue till 31.03.2025 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 expire automatically on completion of one year unless extended further by the mutual consent of the HRSPA and the Zilla Parishad, Ganjam as per the instructions of the Government.
3. The Agreement may be extended, on the same terms and conditions for a further specific period mutually agreed upon by the HRSPA and the Authority of Zilla Parishad, Ganjam.
4. The HRSPA shall not be allowed to transfer, assign, pledge or sub contract 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 HRSPA 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 breach of terms of Agreement making it liable for legal action besides terminations of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving one month notice to the HRSPA.
7. The HRSPA shall nominate a coordinator who shall be responsible for immediate interaction with Zilla Parishad, Ganjam so that optimal service of the persons deployed could be availed without any disruption.
8. The entire financial liability in respect of Manpower Services deployed in the Zilla Parishad, Ganjam shall rest with the respective HRSPA and the Zilla Parishad, Ganjam will in no way be liable. It will be the responsibility of the HRSPA to pay to the person deployed a sum not less than minimum remuneration fixed and adduce such evidence as may be required by the Zilla Parishad, Ganjam in that behalf.
9. For all intents and purpose, the persons deployed by the HRSPA for execution of the contract shall be the employees of the HRSPA. The HRSPA shall be the "Employer" within the meaning of different Rules & Acts in respect of Manpower so deployed. The persons deployed by the HRSPA for execution of the contract shall be the employees of the HRSPA & the persons deployed by the HRSPA shall not have any claim whatsoever like employer and employee relationship with the Zilla Parishad, Ganjam either implicitly or explicitly.
10. The HRSPA shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Zilla Parishad, Ganjam shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attend to by the HRSPA, the deployed persons can place their grievance before a Joint Committee consisting of a representative of Zilla Parishad, Ganjam and an

Authorized representative of the HRSPA.

11. The persons so deployed shall be under the overall control & supervision of the HRSPA and the HRSPA shall be liable for payment of their remuneration etc. and all other dues within the stipulated time which the HRSPA is liable to follow the various labour resolution and other statutory provision. Zilla Parishad, Ganjam shall not be a part of any such liability & shall not be responsible for any financial loss or any injury to any person deployed by the HRSPA in the course of their performing the functions/duties, or for payment towards any compensation.
12. The persons deployed by the HRSPA shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the current or after expiry of the Agreement.
13. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the HRSPA shall not be entitled to and shall have no claim for any absorption in regular or other capacity under the Blocks & Zilla Parishad, Ganjam.
14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with Blocks & Zilla Parishad, Ganjam under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the HRSPA.
15. The HRSPA shall sponsor substitute well in advance if there occurs any probability of vacancy due to termination/ death or the person leaving the job due to his/her own personal reasons. The candidate sponsored by the HRSPA shall be scrutinized by a committee headed by CDO-cum-EO, Zilla Parishad, Ganjam. The payment in respect of the overlapping period of the substitute is the responsibility of the HRSPA. The HRSPA shall be responsible for timely deposit of Provident Fund and Employees State Insurance.
16. The persons deployed by the HRSPA should have good police records and no criminal case should be pending against them.
17. 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 Blocks & Zilla Parishad, Ganjam. The HRSPA shall be responsible for any act of indiscipline on the part of the persons deployed.
18. Persons to be deployed by the HRSPA should be 18 years of age and not exceeding 45 years and physically sound to perform the duties. The upper age limit may be relaxed in suitable cases.
19. The Service Provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Blocks & Zilla Parishad, Ganjam.
20. HRSPA shall maintain complete official records disbursement of remuneration showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
21. The HRSPA shall maintain personal file in respect of all the staff who are deployed in office of the authority the personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
22. The manpower to be deployed by the HRSPA should not have any adverse Police records/

criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the HRSPA prior to signing of the agreement.

23. The HRSPA will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The HRSPA shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
24. The HRSPA shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
25. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging their duties/ for inspection or otherwise.
26. In case of any theft or pilferages, loss or other offences, the HRSPA will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
27. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the HRSPA. Zilla Parishad, Ganjam shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the HRSPA, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
28. The manpower to be deployed by the HRSPA will be eligible for twelve days of Casual Leave in a calendar year. The manpower deployed for less than a year will avail the leaves proportionate to the period of deployment in that year. The leave shall not be carried over to the next calendar year and the same shall automatically lapse on completion of the contract period of the concerned manpower with HRSPA.
29. In the event of any personnel being on leave/absent, the HRSPA shall ensure suitable alternative arrangements to make up for such absence, if a person leaves the job for any reason, the HRSPA is liable to provide the suitable replacement within 7 working days.
30. In case of delay providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deduced from the monthly bills in the succeeding month.
31. There would be no increase in rates payable to the HRSPA during the Contract period. The service provider will be responsible for deposit EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority with the bill of subsequent month for records.
32. The HRSPA will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer maximum within 3 working days of receipt of funds and submit the details to the authority for necessary records.
33. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.

34. In the event of failure of HRSPA to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior to the HRSPA.
35. The HRSPA should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Zilla Parishad, Ganjam.
36. The Zilla Parishad, Ganjam reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for this decision and the same shall be binding on all parties.
38. 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 remuneration, etc. and any amount due to the HRSPA will be recovered by forfeiture of performance security.
39. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The authority will have no liability towards non-payment of remuneration to the persons deployed by the HRSPA and the outstanding statutory dues of the HRSPA to concerned authorities.
40. The HRSPA will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

FINANCIAL

1. If the HRSPA fails to deploy the required manpower against initial requirement within 7 days from date of placing the order, the Performance Security shall stand forfeited without giving any further notice.
2. The HRSPA will have to deposit a Performance Security Deposit equivalent to 5% of Annual Contract value for the total number of personnel's to be deployed in the form of Demand Draft/ Term Deposit pledged in favour of CDO-cum-EO, Zilla Parishad, Ganjam payable at Chatrapur for a period of 3 months beyond the contract period.
3. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit shall be liable to be forfeited besides annulment of the Agreement.
4. The HRSPA shall raise the bill in triplicate, along with attendance sheet duly verified by Zilla Parishad, Ganjam in respect of the persons deployed and submit the same to the prescribed authority by 5th day of the succeeding month. As far as possible the payment will be released by the 10th day of the succeeding month.
5. The claims 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.

6. The amount of penalty calculated @Rs.100 per day per personnel on account of delay, if any, in providing a suitable substitute for the period beyond 7 days in lieu of personnel engaged. Maximum penal liability should not exceed 10% of the annual contract value.
7. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax/ GST Act/ Rules, as amended from time to time.

LEGAL

1. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the HRSPA as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
2. The HRSPA shall be responsible for compliance of all statutory provisions relating to remuneration payable to different types of works. Zilla Parishad, Ganjam shall have no liability in this regard.
3. The HRSPA shall also be liable for depositing all taxes, levies & cess etc., in respect of the persons deployed, on account of service rendered by it to the concerned authority from time to time, as per the prevailing rules and regulation. Attested Xerox copies of such documents shall be furnished to Zilla Parishad, Ganjam.
4. The HRSPA shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the Zilla Parishad, Ganjam or any other authority under law.
5. In case, the HRSPA fails to comply with any liability under appropriate law, and as a result thereof, the Zilla Parishad, Ganjam is put to any loss/obligation monetary otherwise the Zilla Parishad, Ganjam will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the HRSPA, to the extent of the loss or obligation in monetary terms.
6. 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. Zilla Parishad, Ganjam will have no liability towards non-payment of remuneration to the persons employed by the HRSPA and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Zilla Parishad, Ganjam by the persons deployed the same shall be recovered from the unpaid bills or adjusted form the performance Security Deposit.
7. 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.
8. Any dispute, difference or controversy of whatever nature between the parties, however arising out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
9. Any dispute which is not resolved amicably within 30 days from the date of last written communication form either party shall be referred to the CDO-cum-EO, Zilla Parishad, Ganjam, who may himself act as the arbitrator, or appoint any sole arbitrator to undertake the arbitration in accordance with the provisions of Arbitration and conciliation Act,1996 (Arbitration Act).

10. The place of Arbitration shall be at Chatrapur, Ganjam District. The decision of Arbitration shall be final and binding on both the parties.
11. All disputes shall be under the jurisdiction of the Civil Court, Chatrapur, Ganjam District.
12. 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.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any noncompliance shall be deemed as breach of the Contract/Agreement.

End of Tender Document