



ଜିଲ୍ଲାପରିଷଦ, ଜଗତସିଂହପୁର

OFFICE OF THE ZILLA PARISHAD, JAGATSINGHPUR

At/P.O-Saanra, Via-Nalibar, Jagatsinghpur, Pin-754104

Phone No. 06724-231091

Email Id- ori-djagatsinghpur@nic.in



Letter No. 3435 /ZP/Dated 27-08-2024

TENDER NOTICE

Sealed tenders are invited from reputed Human Resource Service Providers Agencies/ Firms to provide services of different categories of manpower for DPMU & 8 BPMUs under Rural Housing schemes, ZillaParishad, Jagatsinghpur on contract basis. The engaged of Manpower Service Provider Agency/ Firm shall be made through two Bid systems i.e. Technical & Financial Bid separately. The Technically qualified Manpower Service Providers Agencies/ Firms can only participate in the Financial Bid. The undersigned reserves the right to accept or cancel any application without assigning any reason (s) thereof.

For details please visit our website in <https://jagatsinghpur.odisha.gov.in/>.

1. Last date of receipt of Sealed Bid is on Dt. 11.09.2024 up to **5.00 PM** through Registered/ Speed Post/Courier only.
2. Date and time for opening of

(i) Technical Bid	:	On dt. <u>12.09.2024</u> , at 4.00 PM
(ii) Financial Bid of eligible Tenders	:	On dt. <u>12.09.2024</u> , at 4.00 PM


Collector-cum-CEO,
ZillaParishad, Jagatsinghpur

**EXPRESSION OF INTEREST
FOR SELECTION OF REGISTERED FIRMS/ SERVICE
PROVIDER AGENCIES
FOR PROVIDING MANPOWER FOR
DPMU & 8 BPMUs
UNDER RURAL HOUSING SCHEME,
ZILLA PARISHAD, JAGATSINGHPUR**

**O/o.CDO-CUM-EO, ZILLAPARISHAD,
AT-SANRA, PO-NALIBAR,
DIST-JAGATSINGHPUR,
PIN-754104**

*** * * ***

OFFICE OF ZILLA PARISHAD, JAGATSINGHPUR

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Request for Proposal**For providing Manpower Services for DPMU & 8 BPMUs under Rural Housing Scheme by a Human Resource Service Provider Agency**

- (a) Period of issue of Tender Document : Dt. 28.08.2024 to Dt. 11.09.2024
- (b) Last Date and time for submission of Tender Document. : Dt. 11.09.2024 by 5.00 PM
- (c) Date and time for opening of
- (i) Technical Bid : Dt. 12.09.2024 at 04.00 P.M
- (ii) Financial Bids of Eligible Technical Bidders. : Dt. 12.09.2024 at 04.00 P.M

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The ZillaParishad, Jagatsinghpur requires the services of reputed, well established and financially sound Human Resource Service Providers Agency (HRSPA) to provide services of different categories manpower for DPMU and 8 BPMUs under Rural Housing Schemes on contract basis for carrying out day to day activities under jurisdiction of ZillaParishad, Jagatsinghpur. The Categories are,

For DPMU (Zilla Parishad, Jagatsinghpur)	One District Project Coordinator
	One District Project Executive
	One District Call Centre Executive
For 8 BPMUs (Balikuda, Biridi, Erasama, Jagatsinghpur, Kujang, Naugaon, Raghunathpur, Tirtol)	8 Block Project Coordinators
	8 Block Project Assistants

2. The contract for providing the aforesaid manpower is likely to commence after selection of the service provider by the selection committee and would ordinarily continue as per the instruction of competent authority. The period of the contract of Service Provider Agency may be further extended beyond expiry of the engagement period.
3. The Zilla Parishad, Jagatsinghpur reserves the right to award all or a certain number of manpower under Rural Housing Scheme to the successful tenderer.
4. The estimated cost of the contract is **Rs.47,30,850/-** (Rupees Forty Seven lakh thirty thousand eight hundred fifty) only
5. The tender documents can be downloaded from the official website of Jagatsinghpur i.e. <https://jagatsinghpur.odisha.gov.in/>. The cost of tender paper is Rs.5000/-(Rupees Five thousand) only (Non- refundable) payable in shape of Bank Draft drawn in favour of CDO-cum-EO, ZillaParishad, Jagatsinghpur.
6. The interested Manpower Service Providers Agency may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.94,617/-** (Rupees Ninety four thousand six hundred seventeen) only (refundable) and other requisite documents through Registered Post/Speed Post/ Courier only (any other mode will not be considered) by dt.11.09.2024 at 5.00 PM in the address:- **CDO-cum-EO, ZillaParishad, Jagatsinghpur, At-Saanra, P.O-Nalibar, Dist-Jagatsinghpur, Pin-754104**
7. Any tender documents received after due date will be out rightly rejected. ZillaParishad, Jagatsinghpur will not responsible for any postal delay.
8. The various crucial dates relating to **“Tender for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes”** are cited as under :
- (a) Period of issue of Tender Document : Dt.28.08.2024 to Dt. 11.09.2024
- (b) Last Date and time for submission of Tender Document : Dt. 11.09.2024 by 5.00 PM
- (c) Date and time for opening of
- (i) Technical Bid : Dt. 12.09.2024 at 04.00 P.M
- (ii) Financial Bids of eligible Technical : Dt. 12.09.2024 at 04.00 P.M

Bidders

9. The tender has been invited under the two bid system i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing “**Technical Bid for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes**” & “**Financial Bid for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes**”. Both sealed envelopes should be kept in a third sealed envelope superscribing “**Tender for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes.**”
10. The Earnest Money Deposit (EMD) of **Rs.94,617/-** (Rupees Ninety four thousand six hundred seventeen) only, refundable should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Fixed Deposit Receipt (FDR) pledged in favour of CDO-cum-EO, ZillaParishad, Jagatsinghpur **failing which the tender shall be rejected summarily.**
11. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.4,73,085/-** (Rupees Four lakh seventy three thousand eighty five) only in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any Nationalized Bank pledged in favour of **CDO-cum-EO, ZillaParishad, Jagatsinghpur** covering the period of contract at the time of signing of the agreement. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be renewed accordingly by the successful tenderer.
12. The tendering Manpower Service Providers are required to enclose self-attested photocopies following documents along with the Technical Bid, failing which their bids shall be summarily / outrightly be rejected and will not be considered any further :
 - (a) Registration certificate of the applicant organization;
 - (b) Copy of PAN / GIR Card;
 - (c) Copy of the I.T. Return filed for the last three financial years;
 - (d) Copies of E.P.F. and E.S.I. Certificates;
 - (e) Copy of GST Registration Certificate along with copy of GST return of last 6 months.
 - (f) Copy of Audit Report for the last three financial years;
 - (g) Computation of Income Statement of financial year 2023-24;
 - (h) Certified extracts of the Bank Account containing transactions during last three years.
 - (i) Labour Registration Certificate.
13. **Conditional bids shall not be considered and will be rejected outright in the very first instance.**
14. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or correction is permitted in the Financial Bid Form. In such cases, the tender shall be liable rejected.** However, the correction, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

- 15.** The Technical Bids of the tenders shall be opened on the scheduled date and time i.e. on **dtd. 12.09.2024 at 4.00 P.M.** in the Office Chamber of the CDO-Cum-EO, ZillaParishad, Jagatsinghpur, in the presence of the Manpower Service Provider or their authorized representatives and if any, who wish to be present on the spot at that time.
- 16.** The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial Bids shall be opened on the scheduled date and time i.e. on **dtd. 12.09.2024 at 4.00 P.M.** in the Office Chamber of the CDO-Cum-EO, ZillaParishad Jagatsinghpur, in the presence of the Manpower Service Provider or their authorized representatives and if any, who wish to be present on the spot at that time.
- 17.** The Collector-cum-CEO, ZillaParishad, Jagatsinghpur reserves the right to cancel all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

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The tendering manpower service provider should fulfill the following technical specifications:

- (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Jagatsinghpur District. Proof of document in support of functioning of Local Branch Office should be attached.
- (b) They should be registered with the appropriate registration authorities;
- (c) They should have at least **five years'** experience in providing manpower to Government Boards, Public Sector Companies / Banks, etc;
- (d) They should have their own Bank Account.
- (e) They should be registered with Income Tax and Service Tax Authorities.
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have regulatory clearance from Income Tax, Service Tax and local Labor Authorities;
- (h) Minimum turn-over requirement of minimum Rs.3 Crore per annum.
- (i) Execution of contracts of similar type of minimum Rs.1 Crore during preceding 3 years.
- (j) The agency should fulfill all the statutory compliance of Finance Department, Government of Odisha as stipulated from time to time. The rate quoted by the firm should be adequate enough to cover all the statutory dues of Government. Any firm quoting nil or abnormally low service charges (less than a whole number), unless otherwise allowed to, will be rejected.
- (k) The selected firm is liable to comply with all the terms and conditions stipulated by Government from time to time during the agreement in force.
- (l) In case more than one bidder quote(s) the same price, draw of lottery to nominate the L1 bidder shall be adhered to.
- (m) The sealed tender shall be of two bids 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 the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes "** and **"Financial Bid for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes."**Both these sealed envelopes should be kept in a third sealed envelope super scribing **"Bid papers for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes."**Three separate envelope one each for Technical Bid, Financial Bid and DD/FDR etc shall be made which shall be inserted in one separate envelope super scribing in the top of the envelope **"Tender Notice for Providing Manpower Services to the Zilla Parishad, Jagatsinghpur under Rural Housing Schemes "** and submitted along with the Tender Document by following the above procedure.
- (n) The Black listed Firm(s) shall out rightly be rejected. An undertaking by bidder should be furnished that, their firm(s) have never been Blacklisted in any district

QUALIFICATION AND EXPERIENCE OF THE PERSON TO BE ENGAGED BY THE AGENCY BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF THE ZILLAPARISHAD, JAGATSINGHPUR AND 8 NOS. OF BLOCKS UNDER RURAL HOUSING SCHEME .

Level	Name of the post	No. of Post	Minimum Educational Qualification	Remarks
District Level	District Project Coordinator (DPC)	1	University Degree with PGDCA and Tally.	(i).Preference should be given to those who are working currently under Rural Housing Project. (ii) Minimum two years of experience working in Rural Housing Project.
	District Project Executive (DPE)	1	Intermediate with at least 6 months Diploma/Course in Completed Application	
	District Call Centre Executive (DCCE)	1	Must have passed intermediate examination	
Block Level	Block Project Coordinator (BPC)	8	Graduation in any discipline with computer knowledge)	
	Block Project Assistant (BPA)	8	Intermediate with Computer Knowledge	

APPLICATION - TECHNICAL BID

For Providing Manpower Services to the Office of the, Zilla Parishad, Jagatsinghpur & 8 nos. of Block under Rural Housing Scheme.

1. Name of Tendering Manpower Service Provider (Attach Self attested Photo/ID Card/PAN/EPIC/DL/Pass Port): _____
2. Details of Earnest Money Deposit (EMD) : FDR 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
to liaise with Field Office(s) : _____
7. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of
A/c for the last Three years) _____

Telephone Number: _____
of Banker
8. PAN / GIR No. : _____
(Attach attested copy)
9. GST Registration No. : _____
(Attach attested copy)

10. E.P.F. Registration No. : _____
(Attach attested copy)
11. E.S.I Registration No. : _____
(Attach attested copy)
12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year	Amount (₹ in Lakhs)	Remarks, if any
2021-22		
2022-23		
2023-24		

13. Additional information, if any:
(Attach separate sheet if space provided is insufficient)
- IT return for the financial year 2021-22, 2022-23, 2023-24 for which Assessment Year is 2022-23, 2023-24, 2024-25
 - Labour Registration Certificate.
14. 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) :

Sr. No.	Name of client address, telephone & Fax No.	Manpower services provided		Amount of contract (₹ in Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

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

Signature of authorized person
Name :
Seal :

Date:

Place:

APPLICATION – FINANCIAL BID
**For Providing Manpower Services to the Office of the, ZillaParishad, Jagatsinghpur
 & 8 nos. of Block under Rural Housing Scheme.**

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 in Rs./-								
		* Monthly Remuneration	EPF	ESI	Other statutory dues if any	Service charge	GST	Amount per person	No. of Person	Total Amount
1.	District Project Coordinator	Rs.27,037.50/- (Consolidated)							1	
2	District Project Executive	Rs.15,600/- (Consolidated)							1	
3	District Call Centre Executive	Rs.15,600/- (Consolidated)							1	
4	Block Project Coordinator	Rs.26,400/- (Consolidated)							8	
5	Block Project Assistant	Rs.15,600/- (Consolidated)							8	

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. Employees' share of contribution towards EPF and ESI shall be deducted by the Manpower Service Provider from the monthly consolidated remuneration.
3. * Service Tax and Employer's share of contribution towards EPF and ESI, other statutory dues and Service charge of the Manpower Service Provider shall not be deducted from the monthly consolidated remuneration of the contractual employees. The Man Power Service Provider shall deposit all statutory dues with the concerned authorities and claim the same from the Office along with the Service charge by producing documentary proof of payment.
4. The payment shall be made at end of the each calendar month only on the basis of absentee statement for each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on _____ unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
7. The persons deployed under ZillaParishad, Jagatsinghpur /Blocks shall be required to report for work at 10.00 AM to the Authority(at the place of posting) and would leave at 5.30 P.M. and may also be required to work beyond 5.30 PM for which she/he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration by this office on attending such duty.
9. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Zilla Parishad, Jagatsinghpur/Block office concerned shall be that of the Manpower Service Provider and the ZillaParishad/Block office concerned will in no way be liable for any lapses. 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 ZillaParishad, Jagatsinghpur or office concern for reimbursement of bill of the firm for the succeeding month. If at any point of time, it is noticed that the agency is paying to the candidate less remuneration than the rate quoted, the agreement shall be terminated and EMD & Security etc. deposits shall be forfeited forthwith.
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 the "Employer" within the meaning of all applicable laws in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Zilla Parishad, Jagatsinghpur or office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority 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, Jagatsinghpur/ office concerned and an Authorized representative of the Manpower Service Provider.
14. The Zilla Parishad, Jagatsinghpur shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity in Zilla Parishad, Jagatsinghpur or any offices attached to him/her.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the same 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. The Manpower Service Provider shall provide Identity Card of ESI Corporation (Pahchan Card) to the persons deployed within sixty days of their employment.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the District. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the ZillaParishad, Jagatsingpur 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 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 Office as and when required.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Office.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the ZillaParishad, Jagatsinghpur or the office concerned is put to any loss / obligation, monetary or otherwise, the ZillaParishad, Jagatsinghpur or office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. 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 or for any reason. The ZillaParishad, Jagatsingpur will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the ZillaParishad or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs.94,617/-** (Rupees Ninety four thousand six hundred seventeen) only (non-refundable) in the form of Fixed Deposit Receipt (FDR) drawn in favour of the **CDO-cum-EO, ZillaParishad, Jagatsinghpur** failing which the tender of the concerned agencies/firms shall be rejected out rightly.
30. The Earnest Money Deposit in respect of agencies/firms which do not qualify the technical Bid (first stage) or Financial Bid (Second competitive stage) 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 10 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

31. The successful tenderer shall have to deposit a Performance Security Deposit of **Rs.4,73,085/-** (Rupees Four lakh seventy three thousand eighty five) only in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any Nationalized Bank pledged in favour of **CDO-cum-EO, ZillaParishad, Jagatsinghpur** covering the period of contract at the time of signing of the agreement. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be renewed accordingly by the successful tenderer
32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the ZillaParishad, Jagatsinghpur in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill 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 ZillaParishad, Jagatsinghpur.
35. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Providers shall be deducted from its monthly bills in the succeeding month.
36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
39. The agency shall be responsible for payment of fixed remuneration to the Human Resource every month in time as per Government policy and guidelines/wage policy.
40. 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 by 7th of each month. In case of any delay, the agency will submit reason for it to the satisfaction of ZillaParishad, Jagatsinghpur.
41. The requisition will be given to the agency by Zilla Parishad, Jagatsinghpur as per need/requirement from time to time during the contract period. Preference should be given those who were currently working under Rural Housing Project.
42. In case of unsatisfactory performance of any Human Resource, ZillaParishad, Jagatsinghpur will inform the agency to withdraw the person and replace immediately following due procedure.
43. The successful bidder will enter into an agreement with the Collector-cum-CEO, ZillaParishad, Jagatsinghpur for supply of suitable and qualified manpower as per requirement of this ZillaParishad, Jagatsinghpur on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Self-attested copy of registration of agency.
3. Copy of document proof in support of functioning of Local Branch Office;
4. Certified copy of the statement of bank account of agency for the last three years.
5. Self-attested copy of PAN / GIR Card.
6. Self-attested copy of the latest IT return filed by agency.
7. Self-attested copy of GST registration certificate along with copy of GST return of last 6 months.
8. Self-attested copy of the P.F. registration letter / certificate.
9. Self-attested copy of the E.S.I registration letter / certificate.
10. Certified documents in support of the financial turnover of the agency. (Audit Report)
11. Certified documents in support of entries in column 13 of Technical Bid application.
12. **Copy of the terms and conditions at pages 19 to 22 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**
13. Original FDR amounting to **Rs.94,617/-** towards EMD.
14. Computation of Income statement for the financial year 2023-24

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

* * * * *

1. List of Manpower short listed by agency for deployment in Office of the ZillaParishad, Jagatsinghpur & 8 nos. of Blocks under Rural Housing Scheme containing full details i.e. date of birth, marital status, address, educational certificate etc.
2. Bio-data of all persons with Passport size Photograph.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Collector, Jagatsinghpur, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

AND

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

Whereas, the "Authority" desires that the services of " _____
 _____ " are required in _____ Office;

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

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " _____ " in the _____ (name of the 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 upto _____

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

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

**Signature of the Officer Authority
An officer acting in the premises
for and on behalf of Collector,
Jagatsinghpur.**

In the presence of witness:-

Witness

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

Witness

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

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on _____ unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
7. The persons deployed under ZillaParishad, Jagatsinghpur /Blocks shall be required to report for work at 10.00 AM to the Authority(at the place of posting) and would leave at 5.30 P.M. and may also be required to work beyond 5.30 PM for which she/he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration by this office on attending such duty.
9. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Zilla Parishad, Jagatsinghpur/Block office concerned shall be that of the Manpower Service Provider and the ZillaParishad/Block office concerned will in no way be liable for any lapses. 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 ZillaParishad, Jagatsinghpur or office concern for reimbursement of bill of the firm for the succeeding month. If at any point of time, it is noticed that the agency is paying to the candidate less remuneration than the rate quoted, the agreement shall be terminated and EMD & Security etc. deposits shall be forfeited forthwith.
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 the "Employer" within the meaning of all applicable laws in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the ZillaParishad, Jagatsinghpur or office concerned.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority 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 ZillaParishad, Jagatsinghpur/ office concerned and an Authorized representative of the Manpower Service Provider.
14. The Zilla Parishad, Jagatsinghpur shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity in ZillaParishad, Jagatsinghpur or any offices attached to him/her.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the same 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. The Manpower Service Provider shall provide Identity Card of ESI Corporation (Pahchan Card) to the persons deployed within sixty days of their employment.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the District. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons 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 applicable laws besides, action for breach of contract.

23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the ZillaParishad, Jagatsingpur 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 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 Office as and when required.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Office.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the ZillaParishad, Jagatsinghpur or the office concerned is put to any loss / obligation, monetary or otherwise, the ZillaParishad, Jagatsinghpur or office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. 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 or for any reason. The ZillaParishad, Jagatsingpur will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the ZillaParishad or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs.94,617/-** (Rupees Ninety four thousand six hundred seventeen) only (non-refundable) in the form of Fixed Deposit Receipt (FDR) drawn in favour of the **CDO-cum-EO, ZillaParishad, Jagatsinghpur** failing which the tender of the concerned agencies/firms shall be rejected out rightly.
30. The Earnest Money Deposit in respect of agencies/firms which do not qualify the technical Bid (first stage) or Financial Bid (Second competitive stage) 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 10 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
31. The successful tenderer shall have to deposit a Performance Security Deposit of **Rs.4,73,085/-** (Rupees Four lakh seventy three thousand eighty five) only in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any Nationalized Bank pledged in favour of **CDO-cum-EO, ZillaParishad, Jagatsinghpur** covering the period of contract at the time of signing of the agreement. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be renewed accordingly by the successful tenderer.

32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Zilla Parishad, Jagatsinghpur in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill 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, Jagatsinghpur.
35. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Providers shall be deducted from its monthly bills in the succeeding month.
36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
39. The agency shall be responsible for payment of fixed remuneration to the Human Resource every month in time as per Government policy and guidelines/wage policy.
40. 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 by 7th of each month. In case of any delay, the agency will submit reason for it to the satisfaction of Zilla Parishad, Jagatsinghpur.
41. The requisition will be given to the agency by Zilla Parishad, Jagatsinghpur as per need/requirement from time to time during the contract period. Preference should be given those who were currently working under Rural Housing Project.
42. In case of unsatisfactory performance of any Human Resource, Zilla Parishad, Jagatsinghpur will inform the agency to withdraw the person and replace immediately following due procedure.
43. The successful bidder will enter into an agreement with the Collector-cum-CEO, Zilla Parishad, Jagatsinghpur for supply of suitable and qualified manpower as per requirement of this Zilla Parishad, Jagatsinghpur on the above terms and conditions.

DECLARATION

1. I, _____ Son / Daughter
/ Wife of Shri _____
Proprietor / Director/ authorized signatory of the Service Provider,
mentioned above, am competent to sign this declaration and
execute this tender document.

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

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

Signature of authorized person

Full Name:

Seal:

Date:

Place: