

**OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, KHORDHA
(ST & SC Dev. MBC Welfare SECTION)**

No. 1921 /Estt. Dated. 27/10/23

TENDER CALL NOTICE

Sealed Tenders are hereby invited in the prescribed format from reputed Registered Manpower Service Provider Agencies having registered office located within State of Odisha and possessing valid license, statutory clearance, GSTN registration, EPF Registration, ESI Registration and PAN No. for providing services of **15 (fifteen)** Data Entry Operator-Cum-Office Assistant in different offices of Khordha district as mentioned below for a period of one year from the date of commencement of agreement as would be indicated therein. The contract for supply of 15 nos. of the Data Entry Operator-Cum-Office Assistant on outsourcing basis. The details of duties to be assigned are mentioned in the tender document.

The tender documents can be downloaded from the website (www.khordha.nic.in). Bidder must submit tender paper cost of Rs.2,000/- (Rupee Two Thousand Only) non-refundable in shape of Demand draft only drawn in favour of " District Welfare Officer, Khordha" Payable at Khordha. The estimated cost of the tender is of **Rs.19,98,000/-** per annum excluding applicable taxes, statutory dues and negotiated service charges. The last date of submission of Tender paper is **07.11.2023 by 5.00 PM by post.** The Office is not responsible for any Postal delay. Incomplete applications/ applications received beyond the dateline shall be rejected without assigning any notice.

The technical and financial bid will be opened in the Conference Hall of Collectorate, Khordha in presence of the selection Committee and the proprietor or authorized representatives of the Manpower Service Provider firm as per the following programme schedule.

- i. Date of opening of Technical Bid - 08.11.2023 at 11.00 AM**
- ii. Date of opening of Financial Bid - 08.11.2023 at 03.00 PM**

Incomplete and conditional Tender shall be summarily rejected. The authority reserves the right to reject any or all the tenders, without assigning any reason thereof. The bidders should have at least two years of experience in providing manpower particularly Data Entry Operator-Cum-Office Assistant to Government Department. The authority reserves the right to relax any of the provisions of the tender Document in case of exigency. The detailed terms and conditions and list of documents to be submitted is available in our website www.khordha.nic.in.

The tender document of the bidders having criminal antecedents/previous unsatisfactory service reports/previously black listed, shall be summarily rejected.



Collector, Khordha



Memo No. 1922 /**Estt. Dated** 27.10.23

Copy forwarded to CDO-cum- Executive Officer, ZillaParishad, Khordha/ ADM, Bhubaneswar/ ADM, Revenue/ Sub-Collector, Khordha & Bhubaneswar/ all District Level Officers/ Block Development Officers/ Tahsildars/ CDPOs/ Nazir Collectorate, Khordha for information. They are requested to publish the same in their Notice Board for its wide publication.

Copy to the Notice Board of Collectorate, Khordha for wide publication.

Memo No. 1923 /**Estt. Dated** 27.10.23  **Collector, Khordha**

Copy forwarded to the DIO, NIC, Khordha for information. He is requested to upload the advertisement in the district website for wide publication of the same.

 **Collector, Khordha** 

**OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, KHORDHA
(ST & SC Dev. MBC Welfare SECTION)**

TENDER DOCUMENT

Important dates of the Tender for providing Services of Data Entry Operator-Cum-Office Assistant by Manpower Service Provider

(a)	Last Date and time for submission of Tender Document	07.11.2023 by 5.00 P.M
(b)	Date and time for opening of (i) Technical Bids (ii) Financial Bids of eligible Bidders	08.11.2023 at 11.00 AM 08.11.2023 at 03.00 PM
(c)	Likely date for commencement of service	10.11.2023

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Collector, Khordha has requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operator-Cum-Office Assistant on outsourcing basis for day to day office work in Khordha District.
2. The contract for providing the aforesaid manpower shall continue for a period of one year form the date of commencement of service, the period of the contract may be further extended for a period of one year provided the requirement of the offices for manpower persists at that time. The period of contract may curtailed/ terminated before completion of tenure of agreement made with service provider in case of change in the office requirements. The undersigned however, reserves right to terminate the initial contract at any time after giving 15 day notice to the selected service provider. Under no circumstances the manpower/personnel engaged shall be allowed to continue for more than two years, so as to avoid future litigation relating to regularization.
3. The contract of service provider shall be terminated if the selected bidder fails to provide the manpower having expertise in Data Entry Operator- cum Office Assistant works in Government offices.

4. The undersigned presently has a tentative requirement of total 15 (fifteen) nos. of Data Entry Operator-Cum-Office Assistant in Khordha district as specified below.

i) ST & SC Dev. Deptt.- 02 nos Data Entry Operator-Cum-Office Assistants.

ii) DWO Office- 01 no. of Data Entry Operator-Cum-Office Assistant.

iii) Sub-Collector Office, Khordha & Bhubaneswar- 02 nos. of Data Entry Operator-Cum-Office Assistants.

iv) All Block Offices- 10 nos. of Data Entry Operator-Cum-Office Assistants.

5. The estimated cost of the contract is Rs.19,98,000/- (Rupees Nineteen lakh ninety eight thousand) per annum excluding applicable taxes, statutory dues and negotiated service charges.

6. The interested service providers shall submit the tender document completed in all respects along with bid security amount of Rs.50,000/- and other requisite documents by **07.11.2023** up to 5 .00 P.M in the office of the District Welfare Officer, Khordha, Old Collectorate, Khordha.

7. The various crucial dates relating to "**Tender for Providing Manpower Services to the Office of the District Welfare Officer, Khordha, Old Collectorate, Khordha**" are cited as mentioned below.

(a) Last Date for submission of Tender Document	: 07.11.2023 5.00 PM
(b) Date and time for opening of	
(I) Technical Bid	: 08.11.2023 at 11.00 AM
(II) Financial Bids	: 08.11.2023 at 3.00 PM

8. The tender has been invited under two bid systems i.e. Technical Bid annexed at **Annexure-II** and Financial Bid annexed at **Annexure-IV**. The interested bidders are required to submit the bids in two separate sealed envelopes superscribing "Technical Bid for Providing Manpower Services to Collector, Khordha" and "Financial Bid Providing Manpower Services to Collector, Khordha". Both sealed envelopes should be kept in a third sealed envelope superscribing "Tender for Providing Manpower Services to Collector, Khordha".

9. The Bid security/ Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) refundable (without interest) in shape of Bank Guarantee/ FDR/ TDR/ Bank Draft from any Nationalised Bank duly pledged in favour of District Welfare Officer, Khordha payable at Khordha covering the period of contract should be accompanied, failing which the tender shall be rejected summarily.

10. The successful tenderer will have to deposit a performance security deposit of **Rs.1,50,000/- (Rupees one lakh fifty thousand)** in the form of bank Guarantee from any Nationalized Bank favour of the **District Welfare Officer, Khordha** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

11. The interested Manpower Service Providers are required to enclose the following documents (Self attested) as mentioned in **Annexure-I** along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered.**

1. Registration certificate of the applicant organization;
2. Copy of Aadhar/PAN/GIR card;
3. Copy of the IT return filed for the last three financial years;
4. Copies of EPF and ESI certificates;
5. Copy of the GST registration Certificate;
6. GST Return for the financial year 2022-23.
7. Certified extracts of the Bank Account containing transactions during last six months.
8. Copy of documents of at least three years of experience in providing manpower **Particularly in Data Entry Operator-Cum-Office-Assistant.**
9. Copy of statement showing minimum annual turnover of Rs.2.0Crores (Rupees two crores).
- 10 Original Demand Draft of Rs.2,000/- towards cost of tender paper.

11. Self declaration that the agency is having no criminal antecedent/no previous unsatisfactory/ service report/previously not black listed by any organization.

12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No over writing of cutting is permitted in the financial bid form. In such Cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by person authorized to sign the tender bids.

14. The Technical bids shall be opened on the scheduled date and time i.e. **at 11.00 AM on 08.11.2023**, in the Conference Hall of Collectorate, Khordha in presence of the Selection Committee and the representative of the Manpower Service Providers, if any, who wish to be present on the spot at the time opening of the Bid.

15. The financial bid of only those bidders will be opened who would be found successful in the Technical Bid. The financial bids shall be opened on the same day i.e. on **08.11.2023 at 3.00 PM** in presence of the selection Committee and the representatives of the Manpower Services Providers.

16. The selection committee can use its own discretion for selection of the service provider and the decision taken by the committee shall be final.

17. The undersigned has reserves the right to reject all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The Manpower service provider agencies should fulfill the following technical specifications.

- (a) The registered office of the manpower service provider agency should be located within the State of Odisha.
- (b) The agency should have been registered with the appropriate registering authority.
- (c) The agency should have at least three years of experience in providing manpower **particularly Data Entry Operator-Cum-Office-Assistant**.
- (d) The agency should have own Bank Account.
- (e) The agency should be registered with income Tax and Service Tax (GST) Department.
- (f) The agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) The Agency should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- (h) The agency should have minimum annual turnover of Rs.2.0 Crores in providing manpower services.
- (i) The agency should have executed contracts of similar type during preceding 2 years.
- (j) The agency should not have any criminal antecedent/ previous unsatisfactory service report/previously black listed by any organization.

TECHNICAL REQUIREMENTS FOR MANPOWEER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN KHORDHA DISTRICT

1. The District Welfare Officer, Khordha on behalf of Collector & District Magistrate, Khordha requires the service of reputed, well established, financially sound and registered Manpower Service Provider to provide services of DEO- cum Office Assistant on contract basis to manage the day to day office works of Legal Aid Cell & welfare scheme functioning in various places of Khordha District. The Experience with more than 2 years on different scheme of ST & SC Dev.Deptt work related to Legal Aid Cell, Prematric Scholarship, Schedule Caste Finance, PM-AJAY work in this District shall taken in to consideration on priority basic.
 2. The contract for providing the aforesaid manpower will be for a period of one year only from the date of effectiveness of contract. On satisfactory performance, the selected candidates will have the opportunity to get associated with the scheme for the period of 1 years. The contract may be terminated owing to deficiency in service or because of change in the Department's requirements. Dist. Welfare Officer, however, reserves right to terminate this initial contract at any time after giving **15 days** notice to the selected Service Provider.
 3. DWO, Khordha has the requirements of the manpower for the Legal Aid Cells located at following places in Khordha District as specified here under:
 1. ST & SC Dev.Deptt- 02
 2. District Welfare Office, Khordha-1
 3. Sub- Collector, Bhubaneswar/Khordha-2 (One in each office)
 4. All Block Office of Khordha District -10 (One in each Block)
1. The eligible bidders, those have the capability of providing above types of manpower as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process.
Incomplete bids will not be taken into consideration.

ANNEXURE-I

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid (**Annexure – II**).
2. Self-attested Copy of registration of Agency.
3. Self-attested copy of statement of bank Account of the Agency for the last six months.
4. Self-attested copy of Aadhar / PAN Card.
5. Self-attested copy of the latest IT return/ GST return filed by agency for last 3 financial years i.e.2020-21, 2021-22 & 2022-23
6. Self-attested copy of GST registration certificate.
7. Self-attested copy of EPF registration letter/certificate.
8. Self-attested copy of ESIC registration letter/certificate.
9. Self-attested copy of documents in support of the financial turnover of the agency i.e.2020-21, 2021-22 & 2022-23.
10. Self-attested copy of documents in support of the entries in column 9-12 of Technical Bid application.
11. Self-attested copy of the terms and conditions at pages in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Authorization Certificate of Agency (**Annexure – III**).
13. Copy of the document showing at least three years of experience in providing manpower **particularly Data Entry Operator-Cum-Office-Assistant**.
14. Self-declaration that the agency is having no criminal antecedent/no previous unsatisfactory service report/previously not black listed by any organization.
15. Index of the documents submitted

Sl no	Particular	Submitted (Yes/No)	Page No.
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Signature of bidder

Annexure-II

APPLICATION – TECHNICAL BID		
FOR PROVIDING SERVICES OF DATA ENTRY OPERATOR-CUM-OFFICE ASSISTANTS IN DIFFERENT OFFICES OF KHORDHA DISTRICT		
1	Name of the Manpower Service Provider	
2	Details of deposit of bid security in Bank account number amounting to Rs. 50,000/-	
3	Name of Proprietor/Partner/Director (Name of all Director/Partners)	
4	Full Address and registration of Office (with PIN Code)	
	Telephone No:	
	Mobile No:	
	FAX No:	
	E-mail ID:	
5	Full Address of Branch Office (if any)	
6	Name, Telephone No/Mobile No/E-Mail ID of Authorized Officer /Person to co-ordinate with the Collector, Khordha	
7	Banker of the Manpower Service Provider (Attached copy of statement of A/C for the last six months)	
8	PAN No. (Attach copy of the PAN)	
9	Statutory Registration No: (under license & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)	
10	GST Registration No. (Enclose copy of the certificate)	
11	EPF Registration No. (Enclose copy of the Certificate)	
12	ESI Registration No. (Enclose copy of the Certificate)	
13	Attached self-attested copy of GST Return for the financial year 2021-22 (Yes/No)	
14	Attached self-attested copy of IT Return for the last 3 financial year (Yes/No)	
15	Attached Bid Security fee details (Yes/No)	
16	Cost of Tender Paper (Rs.2,000/-)	
17	Financial turnover of the Manpower Service Provider for the last 3 (three) Financial Year.	
Financial Year	Amount in lakh	Remarks if any
2020-21		
2021-22		
2022-23		

18	Give details of the similar contracts handled by the tendering Manpower Service Provider during the last two years in the following format(if the space provided is insufficient, a separate sheet may be attached (Only Data Entry Operator cum Office Assistant))					
Sl. No.	Name of client, address, telephone & Fax No.	Manpower Service Provided		Annual Bill amount (In lakh) for DEO	Duration of contract	
		Type of manpower provided (DEO)	Number		From	To
19. Additional information, if any (Attach separate sheet, if required).						

Date

Signature of authorized person with seal

Place

Full Name

Telephone No./Mobile No

E-mail ID :

DECLARATION

1. I _____ son/daughter/wife of Sri _____ / Proprietor/ Partner/ Director/ authorized signatory of the service provider, mentioned above, and competent to sign this declaration and execute this tender documents.
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/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date

Signature of authorized person with seal

Place

Full Name:

Telephone No./Mobile No:

E-mail ID:

ANNEXURE-IV

APPLICATION-FINANCIAL BID								
FOR PROVIDING SERVICES OF 15 (FIFTEEN) DATA ENTRY OPERATOR-CUM-OFFICE ASSISTANTS IN DIFFERENT OFFICE OF KHORDHA DISTRICT								
1.	Name of the Manpower Service Provider							
2.	Rate per person per month inclusive of all statutory liabilities. Taxes etc. the bidders shall take into account the expenses to be incurred and statutory dues(Income tax, TDS @ 2% and GST TDS @2% from gross bill etc.) while quoting the service charge							
Sl. No.	Manpower Type	Monthly Rate per Person						
		*Take Home remuneration (Net)	EPF 13%	ESI 3.25 %	Other statutory dues if any	Service Charge	GST	Total per Person(Gross)
1.	DEO-Cum-Office Assistant							

- Minimum take home remuneration of DEO-Cum-Office Assistant is **Rs.11,100/-** per month per person as per Finance Department letter No.30722/F.dated.06.11.2021 and ST & SC Dev. M&BC Welfare Deptt. Letter No.24251/SSD, Bhubaneswar.dated.15.12.2021.

Date

Signature of authorized person with seal

Place

Full Name :

Telephone No./Mobile No :

E-mail ID :

Notes:

1. The total rates quoted by the service Provider should be inclusive of all statutory/tax liabilities in force at the time of entering in to contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
3. At the time of posting the rate towards service charges in outsourcing of service shall be in accordance with Finance Deptt. OM No. 19595/F Dt. 11.07.2023.

TERMS AND CONDITIONS

GENERAL:

1. The agreement shall be valid for one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire after completion of one year unless extended further by the mutual consent of the Manpower Service Provider and 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 Authority. However under no circumstances the Manpower / personnel engaged shall be allowed to continue for more than two years, so as to avoid future litigation relating to regularization.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its right and liabilities under this Agreement to any other agency or organizations by whatever name be called without the prior written consent of the authority.
5. There is a tentative requirement of 15 (fifteen) nos. of Data Entry Operator-Cum-Office Assistant on urgent basis for day to day official work at different offices of Khordha district.
6. The Service Provider will be bound to furnish details of documents 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 and forfeiture of performance security deposit. Action as deemed proper shall be initiated against the Service Provider Agency.
7. The authority reserves the right to terminate the agreement anytime during the period of contract after giving 15 day notice to the manpower Service Provider.
8. The persons deployed in the office will be called on holidays to attend duty if required in case of urgency. They are entitled for special leave as per FDOM No.30794 Dated.06.11.2021.
9. The Manpower service Provider shall nominate a coordinator who shall be responsible for immediate interaction with these different offices of this district office 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 Khordha district shall be responsible of the Manpower Service Provider and DWO, Khordha on behalf of the Collector, Khordha will no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the Collector, Khordha.

11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against DWO, Khordha.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Government of Odisha shall, in no way, be responsible for settlement of such issues whatsoever.
13. The undersigned 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.
14. 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 or after expiry of the Agreement.
15. 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.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider at the time of commencement of such deployment.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost.
18. 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 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.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Police verification of the antecedents of the deployed personnel can be made at the discretion of the undersigned.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office.
21. In case of equal in rate quoted found in financial bid, the selection will be made on lottery in presence of the bidders.

LEGAL:

1. The persons deployed shall not commit any mischief in any form with the case records, documents, registers and files. In view of this, they shall be required to maintain 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.
2. The Manpower Service Provider shall be responsible for compliance of all statutory provisions to minimum wages payable to different types of worker in respect of the persons deployed by it in Khordha district. The undersigned shall have no liability in this regard.
3. The Manpower Service Provider shall also be liable for depositing all taxed, 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 DWO, Khordha as and when required.
4. The Manpower Services Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the DWO, Khordha or any other authority under law.
5. The Tax Deduction at source (TDS) shall be done as per the provisions of Income Tax Act/Rules. GST Act/Rules, as amended, from time to time and a certificate to this effect shall be provided to the undersigned.
6. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the undersigned is put to any loss/obligation, monetary or otherwise, the DWO, Khordha 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.
7. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The DWO, Khordha will have no liability towards non-payment or 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 Collector, Khordha by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
8. The Bids with NIL service charges shall be treated as "Non Responsive Bid" and hence rejected.
9. The selection committee can use its own discretion for selection of the service provider, the decision taken by the committee shall be final.
10. The selection committee reserves the right to reject any or all bids without assigning any reason.
11. The committee is not bound to select L-I Bidder as successful bidder. After verification of technical and financial Bid, the committee reserves the right to award the tender to the appropriate bidder.
12. The bid with Nil or abnormal service charges will be treated as Non responsive Bid and hence to be rejected. The workable service charges at to be decided by tender selection committee.

FINANCIAL

1. The Technical Bid should be accompanied with Bid Security/ EMD, refundable without interest amounting to Rs. 50,000/- in the form of Demand Draft/ pay order drawn in favour of the DWO, Khordha falling which the tender shall be rejected out-rightly.
2. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First State)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
3. The successful bidders will have to deposit a performance Security Deposit of **Rs. 1,50,000/- (Rupees one lakhfifty thousand)** in the form of Bank Deposit from any Nationalized Bank drawn in favour of the DWO, Khordha covering the period of agreement (one year) before commencement of the contract. In case the contract is further extended beyond the initial period, the performance security deposit will have to be accordingly renewed by the successful bidders.
4. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
5. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the DWO, Khordha in respect of the persons deployed and submit the same to the prescribed authority within the 3rd day of the succeeding month, As far as possible the payment will be released within the 1st week of succeeding month, subject to available of funds.
6. 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 Collector, Khordha.
7. The of penalty calculated @ Rs. 100 per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
8. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
9. 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.
10. The successfully bidder will execute an agreement with the DWO, Khordha for supply of suitable and qualified manpower as per requirement of the Collector, Khordha on the above terms and conditions. The sample copy of agreement is enclosed at **Annexure – VII** for reference.

ANNEXURE-VI

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

1. List of Manpower short listed by agency for deployment Khordha district containing full details i.e. date of birth, marital status, address, educational certificate, and criminal antecedent declaration duly verified and certified 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 ST & SC Dev. Deptt. Govt. of Odisha represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so required or admits, also include its successors or assignees of the one part;

And

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

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

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

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

Now this agreement witnesses as below :-

1. That the Annexure containing the Terms and conditions shall be deeded to form and to be read as 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 Department/ 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 WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the Officer
Authorised to sign
on behalf of
Manpower Service Provider**

**Signature of the Authority
An Officer acting in the
premises for and on
behalf of the
ST & SC Dev. Deptt. Govt.of Orissa**

In the presence of witness :-

Witness

1. Name _____ **1.Name** _____

Address _____ **Address** _____

2. Name _____ **2.Name** _____

Address _____ **Address** _____