

COLLECTORATE, JAJPUR

Ph. 06728-222001(O), 222330(R) FAX-222087
Email: dm-jajpur@nic.in, Website: www.jajpurnic.in
(Establishment Section)

TENDER NOTICE

TENDER FOR PROVIDING SERVICES OF 35 (THIRTY FIVE) NUMBERS OF GROUP-D MANPOWER ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY IN DISTRICT OFFICE & ITS SUBORDINATE OFFICES UNDER THE ADMINISTRATIVE CONTROL OF THE COLLECTOR, JAJPUR.

Tender Notice No. IE-166/2022- 3402

Dated: 02.08.2023

Sealed tenders are invited under two-bid system from reputed and experienced Service Providing Agencies for providing the services of **35 (Thirty Five) Group-D manpower** on outsourcing basis for a period of one year in Collectorate, Jajpur & its subordinate offices to manage the day to day official work with monthly consolidated remuneration of Rs. 10,100/- excluding EPF, ESI as fixed vide Finance Department, Odisha Letter No. 30722/F, dated 06.11.2021. Besides, while quoting the rate of service charge, the Office Memorandum No. 19595/F, Dated 11.07.2023 of the Finance Department, Odisha may be referred to.

The details of the bidding process are as follows:

Sl. No.	Bidding Schedule	Deadline
1.	Date of Issue of Tender	02.08.2023
2.	Last Date & Time for submission of Tender	17.08.2023 5:30 P.M.
3.	Opening of Technical Bid	18.08.2023 11 A.M.
4.	Opening of Financial Bid	25.08.2023 11 A.M.

Bidders are required to submit the technical and financial bids separately. The bids in sealed cover-I containing "Technical Bid" and sealed cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "**TENDER FOR PROVIDING SERVICES OF 35 (THIRTY FIVE) NUMBERS OF GROUP-D MANPOWER ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY IN DISTRICT OFFICE & ITS SUBORDINATE OFFICES UNDER THE ADMINISTRATIVE CONTROL OF THE COLLECTOR, JAJPUR**" must reach the undersigned on or before 17.08.2023 till 5:30 P.M. through **Speed Post/ Registered Post/ Courier** only.

The bid document containing eligibility criteria, scope of the work and other terms and conditions of the tender can be downloaded from <https://jajpur.nic.in>.

The competent authority reserves the right to reject any/ all the bids and cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason thereof.

9
COLLECTOR, JAJPUR

Memo No. 3403/Dated 02.08.2023

Copy forwarded to the DIO, NIC, Jajpur for information and necessary action. He is requested to hoist the same in the district website for wide publication.



COLLECTOR, JAJPUR

Memo No. 3404/Dated 02.08.2023

Copy forwarded to the Director, Information & Public Relations Department, Odisha, Bhubaneswar for information and necessary action. He is requested to take necessary step for wide publication of the Tender Notice in one large circulated Odia daily newspaper on 03.08.2023 with minimum space as per I & PR rate.



COLLECTOR, JAJPUR

Memo No. 3405/Dated 02.08.2023

Copy forwarded to the District Information & Public Relations Officer, Jajpur for information and necessary action. He is requested to coordinate with the Director, I & PR and ensure publication of the same in one largest circulated Odia daily newspaper of the locality.



COLLECTOR, JAJPUR

TENDER DOCUMENT

**TENDER FOR PROVIDING SERVICES OF 35 (THIRTY FIVE)
NUMBERS OF GROUP-D MANPOWER ON OUTSOURCING BASIS
THROUGH SERVICE PROVIDING AGENCY IN COLLECTORATE &
ITS SUBORDINATE OFFICES UNDER THE ADMINISTRATIVE
CONTROL OF THE COLLECTOR, JAJPUR**

COLLECTORATE, JAJPUR

CONTENT

Sl. No.	Section	Description	Page Number
1.	Section - I	Instructions to the Bidder	3 - 9
2.	Section - II	Scope of Work	10 - 12
3.	Section - III	Schedule of Requirement	13 - 14
4.	Section - IV	General Terms and Conditions	15 - 18
5.	Section – V	Technical Bid	19 - 27
6.	Section – VI	Financial Bid	28 - 30
7.	Section – VII	Bid Submission Checklist	31 - 32
8.	Section – VII	Service Agreement and PBG Format	33 - 37

SECTION – I

INSTRUCTIONS TO THE BIDDER

A. General Information

1. District Office, Jajpur requires the service of reputed, well established, financially sound and registered service provider to provide the services of **35 numbers of Group-D manpower** on outsourcing basis through service providing agency to manage the day to day official work of Collectorate & its Subordinate Offices under Jajpur District.
2. The period of contract for providing the services will be for one year from the date of effect of contract. The period of the contract may be further extended provided the requirement of the client for the services persists at that time or may be terminated owing to deficiency in service or because of change in the requirement of this district. The Collector, however, reserves right to terminate this contract at any time after giving 30 days' notice to the service provider.
3. District Office, Jajpur has the tentative requirements of the manpowers for providing services as specified below :

I) Services of 35 numbers of Group-D manpower on outsourcing basis

The requirement may increase/decrease in any/ all the categories. The eligible bidders, those have the capability of providing such type of services as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bid will not be taken into consideration.

4. The interested bidders may visit the Collectorate, Jajpur on any working day between the office hours to have a thorough knowledge of the services to be performed before preparation and submission of their bid.
5. The various critical dates relating to the above tender process are as under:

Bidding Schedule	Deadline
Date of Issue of Tender	02.08.2023
Tender Due Date	17.08.2023 5.30 PM
Opening of Technical Bid	18.08.2023 11 AM
Opening of Financial Bid of Qualified Bidder	25.08.2023 11 AM
Likely date for commencement of the service	August, 2023

6. The technical bids will be opened on **18.08.2023 at 11 AM** at Office Chamber of ADM, Jajpur in presence of the Bidders or their authorized representative of the participating bidders (limited to one only) , if any, who wish to present at the meeting. The financial bid of only those bidders will be opened whose technical bids are found to be in order. The financial bids shall be opened on **25.08.2023** at the same venue in presence of the Bidders or their authorized representatives of the qualified bidders, who wish to attend the meeting.
7. Any form of consortium and joint venture is not allowed under this tender.
8. The competent authority reserves the right to reject any/ all the bids and cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason thereof.

Complete Address for submission of bid:

The Collector & District Magistrate, Jajpur

At/PO/Dist-Jajpur, Pin-755001

Email: dmjajpur.od@nic.in

B. Eligibility criteria

Sl. No.	Eligibility Criteria	Documents to be furnished along with the Technical Bid
1	The bidder should be registered under appropriate authority, such as • Companies Act 1956 / 2013 • Indian Partnership Act 1932 • Indian Trusts Act 1882 • Societies Registration Act 1860. • Limited Liability Partnership Act 2008.	Certificate of Incorporation / Registration
2	Must have at least five years in business of providing services of manpower deployment (up to the last date of submission of bid) of similar type to Central/State Government/Autonomous bodies / agencies / societies / corporate bodies	Copies of the work order / contract document/ completion certificate from the previous authorities.
3	The registered / branch office of the service provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises)

4	Must have an average annual financial turnover of One Crore INR during the last three financial years as on Dt. 31.03.2023. (2020-21, 2021-22 & 2022-23) from the business related to providing of services of manpowers only.	Filled in FORM – T1 along with certified copies of audited Income / Expenditure statement and Balance sheet for the concerned period.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender (backward).
6	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM – T3)
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor/ Director/ Persons to be engaged by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM – T4)
8	Other statutory documents to be furnished as part of technical bid:	Copies of : • PAN, • GSTIN, • EPF & ESI Registration Number • IT Return for the last three financial years of 2020-21, 2021-22 and 2022-23.

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as

listed above will lead to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.

Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the Bidders or his/her authorised representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

C. Submission of Bid

The bid complete in all respect as specified in the tender document must be accompanied with a non-refundable amount of **Rs. 1000.00 (Rupees One Thousand Only)** in shape of Demand Draft in favour of “ **NIZARAT OFFICER, COLLECTORATE, JAJPUR**” towards **Bid Processing Fee** and a “**Bid Security Declaration Form**” as per the format at **FORM – T2** accepting that if the bidder withdraw or modify his/her bids during the period of its validity, he/she will be suspended for a period of three years by the Authority. The bid complete in all respect should be submitted through **Speed Post/ Registered Post / Courier** so as to reach to the O/o the Collector & District Magistrate, Jajpur by **17.08.2023 (up to 5.30 PM)**.

The authority shall not be responsible for any postal delay. Bids without **Bid Processing Fee and Bid Security Declaration Form** as applicable shall be outrightly rejected. Bids submitted after due date and time will not be taken into consideration.

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 - TENDER FOR PROVIDING SERVICES OF 35 NUMBERS OF GROUP-D MANPOWER ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO COLLECTORATE, JAJPUR AND IT'S SUB ORDINATE OFFICES UNDER JAJPUR DISTRICT”

and

“FINANCIAL BID - TENDER FOR PROVIDING SERVICES OF 35 NUMBERS OF GROUP-D MANPOWER ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO COLLECTORATE, JAJPUR AND IT'S SUB ORDINATE OFFICES UNDER JAJPUR DISTRICT”.

Both sealed envelopes must be kept in a third sealed envelope superscribing “TENDER FOR PROVIDING SERVICES OF 35 NUMBERS OF GROUP-D MANPOWER THROUGH SERVICE PROVIDING AGENCY ON OUTSOURCING BASIS TO COLLECTORATE, JAJPUR AND IT'S SUB ORDINATE OFFICES UNDER JAJPUR DISTRICT”.

The successful bidder will have to deposit a Performance Security of **Rs. 11,000.00 (Rupees Eleven Thousand Only)** in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank situated within Odisha in favour of “**Nizarat Officer, Collectorate, Jajpur,**” as per the format at **Annexure-I** (applicable for PBG only) for a period of three months beyond the entire 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 Security. The Performance Security 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 Security. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

D. List of Documents for Submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head (**FORM –T1**)
- b) Bid Processing Fee as applicable
- c) Bid Security Declaration Form (**FORM – T2**)
- d) Copy of Certificate of Incorporation/ Registration of the service provider
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT Returns for the last three financial years (2020-21, 2021-22 & 2022-23)
- h) Copies of EPF & ESI Registration Number
- i) Copy Bank Account details
- j) Copies of the financial audited statements for the last 3 financial years (2020-21 , 2021-22 and 2022-23)
- k) Copies of work orders from the previous clients for providing similar type of services during last 5 years.
- l) Undertaking regarding non-blacklisting (On Stamp paper of **Rs.10.00** in shape of affidavit from the Notary (**FORM T-3**))
- m) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) (**FORM T-4**)

Any deviation from the prescribed procedures / required information / formats / conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries in the bid documents should be legible, filled in clearly and signed by the Bidder or his/her 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 shall be opened on 18.08.2023 at 11 AM in presence of the authorised 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 on **25.08.2023** in presence of the Bidder or their authorized representatives.

The Performance Security 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 Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the technical bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting 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.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the tender document. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in the financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the manpowers deployment service for the required period will be considered for award of contract.**

The quoted rates shall not be less than the minimum remuneration fixed / notified by the Finance Department, 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 all manpower provided under the contract and the Authority shall not be liable for any dues for availing the services of the manpower.

The authority reserves the right to accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.

Section - II

SCOPE OF THE WORK

1. District Office, Jajpur invites sealed bids from the eligible service providers for providing services of 35 numbers of Group-D manpower through outsourcing to Collectorate & its Subordinate Offices under Jajpur District.
2. The service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The services of manpowers to be engaged for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the required service as per the job description mentioned at **Section-III : Schedule of Requirement**
3. It shall be the responsibility of the service provider to verify the qualification and experience of the outsourced manpowers. The deployed manpowers will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the right to verify and check the credentials and qualification of the outsourced manpowers. If during the course of engagement of any outsourced manpowers, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification / experience, the service provider will have to terminate the service of such staff immediately.
4. The service provider should have an empanelled resource list of trained/experienced manpowers so that un-interrupted and continued services can be provided during the contract period. The service provider should be able to provide additional resource support whenever required by the authority under the same terms and condition.
5. 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 Service Provider and the Finance Department.
6. The services of manpower deployed by the service provider shall be required to be provided during office hour and may also be required to work beyond office hour for which any extra remuneration shall not be paid. In case, any deployed manpower 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.
7. The services of manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the manpower deployed could be availed without any disruption.

9. The attendance rolls for the manpower deployed by the service provider at the premises of client shall be provided and shall be monitored by the service provider on regular basis. Their attendance rolls shall be signed by the authorized representative of service provider who shall get it verified from the designated officer of client.
10. The entire financial liability in respect of manpowers deployed in the client's location shall be that of the service provider and the client will in no way be liable for the same. It will be the responsibility of the service provider to pay to the manpowers deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
11. The service provider shall provide a substitute well in advance if there occurs any probability of the manpowers 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 service provider.
12. The manpowers 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 service provider as well as the manpowers deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The service provider shall be responsible for compliance of all statutory provisions relating to minimum remuneration payable to the manpowers deployed at the client's location. The service provider should ensure regular payment of monthly remuneration to the manpowers engaged by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly remuneration in their respective Bank Account.
14. The utilization of services of outsourced manpowers shall be purely on contract basis. The service provider shall at all times make it absolutely clear to the outsourced manpowers hired through them. Any outsourced manpowers deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.

SECTION – III

SCHEDULE OF REQUIREMENT

TECHNICAL REQUIREMENT FOR PROVIDING SERVICES OF MANPOWERS TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN THE OFFICE OF THE

COLLECTOR & DISTRICT MAGISTRATE JAJPUR

The tentative requirement along with other details of the required manpowers to be deployed by the selected service provider at Collectorate, Jajpur for the proposed services is given here under:

Sl. No.	Description of manpowers for providing required services	Minimum Age	Qualification	Minimum Take Home Remuneration	Job Description
1	Services of Group- D Manpower (35)	21 years	• Must be 10th Pass	As per Finance Department, Government of Odisha OM No. 30722/F, Dated: 06.11.2021	• Should be physically fit • Able to operate FAX / XEROX Machine • Any other reasonable work assigned by Head of Office,

SECTION – IV

GENERAL TERMS AND CONDITIONS

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.
3. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Rules & Acts in respect of outsource manpowers. The manpowers deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Client under this agreement. The service provider shall make them known about their position in writing before deployment under this agreement.
4. The service provider must employ adult manpowers only. Employment of child labour will lead to the termination of the contract. Manpowers to be deployed by the service provider for providing services of Group-D manpowers should be above 21 years of age and physically sound to perform the duties.
5. The service provider will be overall responsible for the manpowers deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any manpower deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
6. The service provider shall exercise adequate supervision to ensure performance of manpowers deployed to provide the services in accordance with the requirements. The service provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
7. The service provider shall be solely responsible for compliance to the provisions of various laws, such as, remuneration, compensations, EPF & ESI, etc. relating to the manpowers to be deployed by it at the Client’s location.
8. Service Provider shall maintain complete official records of disbursement of remuneration showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
9. The service provider shall maintain personal file in respect of all the manpowers who are deployed under the jurisdiction of the Collector, Jajpur. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent) etc.
10. The manpowers deployed by the service provider should not have any adverse police records/criminal cases against them. The service provider 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 service provider prior to signing of the agreement.
11. The service provider will also ensure that the manpowers deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider

shall withdraw such manpowers that are not found suitable by this office for any reasons immediately on receipt of such a request.

12. The service provider shall ensure that the manpowers deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
13. The service provider shall provide uniform along with Photo ID Card to the manpowers deployed at the location at its own cost.
14. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any manpowers while performing/discharging their duties/ for inspection or otherwise.
15. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
16. In case of any loss caused to the Authority due to lapse on the part of the manpowers discharging duties, the same shall be borne by the service provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the manpowers deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever observing due procedure.
17. In the event of any manpowers being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
18. In case of delay in 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 deducted from the monthly bills in the succeeding month.
19. There would be no increase in rates payable to the service provider during the contract period. The service provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.
20. The service provider shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
21. The service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the manpowers deployed and submit the same to the authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.

22. The service provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
23. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of the Collector, Jajpur.
24. In the event of failure of service provider 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 within **30 days** prior notice to the service provider.
25. The service provider should ensure that manpowers to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
26. 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.
27. 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.
28. All disputes shall be under the jurisdiction of the court at **Jajpur, Odisha**.
29. The agreement can be terminated by either party by giving 30 days' 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 service provider will be recovered by forfeiture of performance security.
30. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpowers deployed and non-payment of statutory dues. The Client will have no liability towards non-payment of remuneration to the manpowers deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
31. The service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/information, leads to termination of agreement.
32. As per Finance Department Letter No. 30722/F, dated 06.11.2021, the remuneration per person under Group-D category on outsourcing basis through service providing agency is Rs. 10,100/- excluding E.P.F., E.S.I. and other charges/ taxes. The remuneration and statutory dues may change as per the Circular issued by the Finance Department, Govt. of Odisha.
33. 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.
34. The bidders may refer to the Office Memorandum No. 19595/F, Dated 11.07.2023 of the Finance Department, Odisha while quoting service charges.

SECTION – V

TECHNICAL BID

FORM T-1

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

[Location and Date]

To

The Collector & District Magistrate, Jajpur

**Sub: TENDER FOR PROVIDING SERVICES OF 35 NUMBERS OF GROUP-D
MANPOWER FOR COLLECTORATE & ITS SUBORDINATE OFFICES.**

Sir,

I, the undersigned, offer to participate in the tender for providing the services of 35 numbers of Group-D through outsourcing basis through service providing agency in accordance with your Tender Notice No._____, Dated._____. We are hereby submitting our bid, which includes technical proposal and financial proposal sealed in separate envelope.

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 be remain binding upon us and may be accepted by you any time before the validity of the bid.

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

I, remain

Yours faithfully,

Authorized Signatory with Date and Seal

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

GENERAL DETAILS OF THE BIDDER

1.	Name of the Bidder	
2.	Name of the Director:	
3.	Bid Processing Fee Details :	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4.	Bid Security Declaration Form (Form T1)	Submitted (Yes / No)
5.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
6.	Name & telephone no. of the authorized person signing the Bid	Name:
		Mobile No.:
7.	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN No. (Attach self-attested)	
10.	E.P.F. Registration No. (Attach self-attested copy)	
11.	E.S.I. Registration No. (Attach self-attested copy)	
12.	Accept to all the terms and conditions of the tender (Yes/No)	
13	Power of Attorney / Authorization letter for signing of the bid document	

14	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of bid	
15	Kindly mention the total number of pages in the tender document	

12. Financial Turnover of the Bidder for the last 3 financial years (*).

Financial Years	Financial Turn Over from Manpowers Deployment Service (In INR) (Lakh)	Average Turnover in INR (Lakh)
2020-21		
2021-22		
2022-23		

**As on Dt. 31.03.2023(Copies of Audited Statement for the concerned period)*

13. Details of the similar type of service provided by the bidder during the last 5 years

(Attach separate sheet, if required)

Sl. No.	Period	Name of Client with Complete Address & Telephone no	Type of services provided with details of the manpowers deployed	Contract Amount (in INR) (Lakh)	Duration	
					From	To

DECLARATION

I, Shri _____ Son / Daughter /
Wife of Shri. _____, Proprietor/ Director/
authorized signatory of _____ (N a m e o f the
Service Provider), competent to sign this declaration and execute this tender document;

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

The information / 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 the Authorised Representative with Seal

Name:

Date:

Place:

Enclosures:

1. Bid Processing Fee in the form of DD in Original
2. Bid Security Declaration Form **(Duly filled in Form – T2 On Bidder's Letter Head)**
3. Copy of terms & conditions of the tender (each page must be signed and sealed)
4. Duly filled in Technical and Financial Bid
5. Lists of required documents as applicable

FORM – T2

Bid Security Declaration Form

(On Bidder's Letter Head)

Tender Notice No:

Date:

To,

The Collector & District Magistrate, Jajpur

I, _____, the _____ (Designation) of (Name of the Organisation) in witness whereof agree to submit this Bid Security Declaration Form as a part of or Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Client or in case we are declared as the Selected Bidder, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of the tender document.

While this declaration is in force, we understand that the authority may reject our Proposal and / or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons:

1. We withdraw our Proposal during the bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be nonresponsive or have provided false information in support of our qualification.
4. If we fail to:
 - a) Provide any clarifications to client:
 - b) Agree to the decisions taken during any contract negotiations.
 - c) Sign the Services Agreement within the prescribed time period (15 days)
 - d) Furnish the required Performance Bank Guarantee in time
5. Any other circumstance which holds the interest of the client during the overall tender process.

Name of the Authorised Representative:

Signature of the Authorised Representative with Date and Seal

Address of the Bidder:

FORM-T3

UNDERTAKING

**[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary
regarding non-blacklisting]**

I, hereby undertake that, our organisation 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-T4

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 organisation or against the Proprietor/Director/Persons to be deployed by our organisation.

I/we further certify that Proprietor/Director/Persons to be deployed by our organisation have not been convicted of any offence in any Court in Odisha / 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:

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified in 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. **Least Cost 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 ***lowest and competitive evaluated bid price*** subject to fulfilment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required manpowers deployment services for the concerned period among all technically qualified bids, will be considered for award of contract.**

SECTION – VI

FINANCIAL BID

COVERING LETTER
[ON BIDDER'S LETTER HEAD]

[Location and Date]

To

The Collector & District Magistrate, Jajpur

**Sub: TENDER FOR PROVIDING SERVICES OF 35 NUMBERS OF GROUP-D
MANPOWER FOR COLLECTORATE & ITS SUB-ORDINATE OFFICES**

Sir,

I, the undersigned, offer to provide the services 35 numbers of Group-D manpower through outsourcing basis through service providing agency to Collectorate & its subordinate offices in accordance with your Tender Notice No. _____, Dated. _____. Our attached financial price is----- ***[Insert amount in figure as well as in word]*** for the proposed service. This amount is inclusive of GST as applicable. I do hereby, undertake that, in the event of 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 modification 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,

Authorized Signatory

**Name and Designation of the Signatory with Date and Seal:
Address of the Bidder:**

FINANCIAL BID

(FORM – F1)

(ADMINISTRATIVE CHARGE)

Sl. No.	Type of Services	Monthly rate per resource in INR.			
		*Minimum Take Home Remuneration as per OM No. 30722/F, Dated: 06.11.2021 (INR) per Month	EPF (@ 13% of C)	ESI (@ 3.25% of C)	Total deployment cost per Month in INR (C+D+E)
A	B	C	D	E	F
1.	Services of Group D manpower	10,100.00	Rs.	Rs.	Rs.
2. Service Charge @ _____ % (percentage) on monthly take home remuneration (as at Col. C)				Rs.	
3. Total (Monthly Deployment Cost + Service Charge) in INR				Rs.	
4. GST as applicable (@ of _____ %) on Sl. No. 3 in INR				Rs.	
5. Monthly Administrative Charges in INR (Sl. No. 3 + 4)				Rs.	

• Bidder with lowest evaluated competitive administrative charge (inclusive of GST) for the required services will be awarded contract.

• The bidders will have to quote their “Service Charges” as a percentage at Sl. No 2 and the respective service charge amount on monthly take home remuneration by considering its administrative expenditure and other statutory liabilities. In this context, Office Memorandum No. 19595/F, Dated 11.07.2023 of the Finance Deptt., Govt. of Odisha may be referred to.

• Bids with service charge less than 3.85% will be treated as “Non Responsive” and will be rejected during the financial evaluation stage. In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required manpowers deployment services for the concerned period (2020-21, 2021-22 & 2022-23) among all technically qualified bids, will be considered for award of contract.

• The employee share of contribution towards EPF and ESI shall be deducted by the service provider from the take home remuneration of the manpowers deployed. Copies of EPF, ESI & GST deposit challan must be furnished to the Authority at the time of submission of monthly bill.

Signature of the Authorised Representative

Name:

Seal and Date:

Place:

SECTION – VII

BID SUBMISSION CHECKLIST

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	Bid Processing Fee as applicable		
3	Bid Security Declaration Form (FORM – T2)		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 3 financial years (2020-21, 2021-22 & 2022-23)		
8	Copy of Valid EPF & ESI Certificate		
9	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 3 years (2020-21, 2021-22 & 2022-23)		
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
11	List of completed / on-going services of similar nature along with the copies of work orders for the respective services		
12	Undertaking for not having any police case pending against the bidder (FORM – T3)		
13	Undertaking for not have been black-listed by any Central / State Government/ Any Autonomous bodies during the recent past. (FORM – T4)		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter		
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 have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and

initials]: _____

Name and Designation with Date and Seal:

SECTION – VIII

SERVICE AGREEMENT AND PBG FORMAT

SERVICE AGREEMENT

(To be made on Rs 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between,
_____(hereinafter called as the “**Authority**”) of the
1st Part and, _____its principal place of business at
_____(hereinafter called the “**Service Provider**”) of
the 2nd Part.

WHEREAS

- (a) the “Service Provider”, having represented to the “Authority” that he has the required manpowers, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- (b) the “Authority” has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: The General Conditions of Agreement;
Appendix B: The Scope of Work;
Appendix C: Agreement Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of the services by the Service Provider shall be issued by an officer authorized by the Authority and in consideration of the Certificate of the satisfactory performance of Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the services performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days from the signing of the Agreement.

This Agreement constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. Now this agreement witness as below:

- a) That in consideration of the payment to be made by the “Authority” to the “Service Provider”, the “Service Provider” hereby agrees with the “Authority” to provide manpowers to be engaged in the [Insert the location] in conformity with the provisions of the terms and conditions of the Agreement.
- b) That the “Authority” hereby further agrees to pay the “Service Provider” the Agreement price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Agreement varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the Agreement.
- e) That this agreement is valid up to_____.

For and on behalf of [Authority]

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

To

The Collector & District Magistrate, Jajpur

WHEREAS..... (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Agreement no..... dated to undertake the service (description of the services) (herein after called "the Agreement").

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said Agreement that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

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

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

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

This performance bank guarantee shall be valid until the day of, year.....

Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claim or demand and received by us at our ----- branch on or before Dt otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
.....Name and designation
of the officer

.....
.....Seal, name & add