

**RAYAGADA  
MUNICIPALITY  
TENDER PAPER  
FOR  
PROVIDING  
SERVICES OF  
DIFFERENT  
CATEGORIES OF  
MAN POWERS**

## RAYAGADA MUNICIPAL COUNCIL, RAYAGADA

INVITATION TO TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MAN POWERS (UNSKILLED, SEMI-SKILLED, SKILLED & HIGHLY SKILLED ) TO RAYAGADA MUNICIPALITY BY A PRIVATE SERVICE PROVIDER

A. Period of Issue of Tender Document : The Tender Document can be purchased in Person from the Authorized Municipal Officer on any Working day between 11.00 Am to 4.00 PM From 01-10-2024 to 14-10-2024 Against the prescribed bid document cost. It can Also be downloaded from the website of Rayagada Municipality website.

B. Last date & time for submission of Tender : On or Before 15-10-2024 by 11.00 AM Through Registered / Speed Post or by Hand

C. Date and Time for opening of

i) Technical Bids

: At 4.00 PM on 17-10-2024

ii) Financial Bids of eligible Bidders

: At 11.00 Am on 19-10-2024

D. The details of this tender can be seen at website –  
[www.rayagada.nic.in](http://www.rayagada.nic.in)&[www.rayagadamunicipality.in](http://www.rayagadamunicipality.in)

### NOTE:

1. The Executive Officer, Municipal Council, Rayagada may at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but, there will be no change in the time for opening indicated above.

## CONTENT OF TENDER DOCUMENT

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**OFFICE OF THE MUNICIPAL COUNCIL: RAYAGADA**  
**DIST-RAYAGADA**  
**PIN CODE-765001, ODISHA**  
**E-mail ID - raygadam.hud@nic.in**

**Letter No. 3510**

**Date. 30/09/24**

**NOTICE INVITING TENDER**

Quotation is hereby invited from the registered firms / out sourcing agencies for providing of manpower on outsourcing basis to Rayagada Municipality for a period of One Year. The Intending firms / Out Sourcing agencies may submit quotation alongwith other supporting documents in two cover system i.e Technical and financial bid to the Office of the Executive Officer, Rayagada Municipality Rayagada through register post / speed post / by hand latest by date 15/10/2024 ( 12.00 PM) and shall be opened on 17/10/2024 at 4.00 PM in presence of the Quotationer or their authorized person. The detailed bid document can be purchased in person from the Municipal Office on any working day between 11.00 AM to 4.00 PM from 01/10/2024 to 14/10/2024 and it can be also be downloaded from the Official website of www.raygadamunicipality.in & www.rayagada.nic.in

The authority reserves every right to reject all or any of the tender without assigning / any reason thereof.

Executive Officer  
Rayagada Municipality  
Dt 30/09/24

Memo 3511

Copy submitted to all local Govt. Offices with a request to display the notice in their office notice board for wide publicity.

Copy to Office Notice Board, Rayagada Municipality for wide publication of General Public.

Executive Officer  
Rayagada Municipality  
Dt 30/09/24

Memo 3512

Copy to State Information & Public Relation Officer, I&PR Department, Odisha Bhubaneswar for information and necessary action. They are requested to publish the quotation Call Notice for one day in two daily odia newspaper in minimum size and intimate this office for necessary payment.

Executive Officer  
Rayagada Municipality  
Dt 30/09/24

Memo 3513

Copy forwarded to the Officer in charge, NIC, Rayagada for information and necessary action with a request to hoist the tender in the official website of Rayagada District

Executive Officer  
Rayagada Municipality  
Dt 30/09/24

## DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

The Bidder must have following documents for technical evaluation criteria

1. Application – Technical Bid
2. Attested copy of registration of agency
3. BID document cost
4. EMD/Security Deposit
5. GST registration certificate with GST Clearance Certificate
6. PAN Card
7. Valid Labour License under Act 1970 to be submitted
8. The bidder must have registered under EPF & ESI Act. And must have minimum of 100 workers under their payroll. ECR and challan for last month wage must be submitted as proof of evidence.
9. IT regular certificate from P&L statement and audit report from CA.
10. The Financial Turnover of the agency for last three years duly certified by a chartered accountant (Average annual turnover should be Rs 50.00 Lakh or More)
11. Copies of work order of value more than Rs 10.00 Lakh from the previous organization for providing man power services during last three years especially in the field of man power service providing activities in any ULB/Government/Semi Government / Government Undertaking /PSU/Corporates
12. Copy of ISO registration Certificates
13. Undertaking for disbursement of wages/salary to the respective bank account of all the deployed persons through on-line transfer by the first week of succeeding month without waiting payment from Municipality.
14. Undertaking Must have branch office within Rayagada Municipality after getting the tender.
15. Affidavit certifying that agency has not black listed in any Govt. Sector.
16. Bids must be submitted in double cover system (Technical & Financial Bid)

NOTE: Financial Bid will be taken into consideration only if all the points in technical bid is Satisfied.

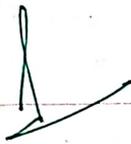
Executive Officer  
Rayagada Municipality 27/1/24

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Executive Officer, Rayagada Municipality requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of different categories of Man Powers ( Unskilled, Semi -Skilled, Skilled & Highly Skilled ) on contract / daily wages basis for its day to day official work /activities. The categories are not exhaustive and could be changed time to time as per requirement.
2. The contract for providing the aforesaid man powers is likely to commence from dt 01/11/2024 and would continue till dt 31/10/2025. The period of contract may be further extended for One Year provided the requirement of the Rayagada Municipality for manpower persists at that time and the SPA performing its duties satisfactory or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by the Selected Service Provider or because of change in the Municipality's requirements. The Municipality however, reserves right to terminate this initial contract at any time after giving One Months notice to the selected Service Provider.
3. The tentative requirement of the Municipality is given hereunder which may increase/decrease in any / all the categories. The selected agency shall provide manpower having requisite qualification and experience for the required as per the Govt. guidelines as and when required by the Rayagada Municipality.

Sl.No	Manpower Category	Requirement	Category
1	Data Entry Operator (DEO)	8 ( Eight )	Highly Skilled
2	Office Assistant	2 (Two)	Highly Skilled
3	Security Guards	11 (Eleven)	Skilled
4	Manager (MCC)	3 (Three)	Highly Skilled
5	Work Sarkar	3 (Three)	Semi Skilled
6	Street Light Helper	2 ( Two)	Skilled
7	Driver	5 (Five)	Skilled
8	JCB Driver	1 (One )	Highly Skilled
9	Park Ticket Collection	1 ( One )	Semi Skilled
10	Labour	8 ( Eight )	Un Skilled
11	Park Mali	6 (Six )	Semi Skilled
12	CCTV Operator at Town Police Control Room	2 ( Two)	Highly Skilled
13	Tax Assistant	2 (Two)	Semi Skilled
14	Field Assistant for SPA	2 (Two)	Semi Skilled
	<b>Total</b>	<b>56 no.s</b>	

4. The Estimated Cost of the Contract is Rs 1.50 Crore per year approximately.
5. The bid documents can be purchased from the Municipal office against a non-refundable fee of Rs 5000 /- in shape of demand draft/Bankers Cheque issued from any Nationalized / Scheduled Bank payable at Rayagada in favour of the Executive Officer, Rayagada Municipality. The bid document can also be downloaded from the Official website of [www.rayagadamunicipality.in](http://www.rayagadamunicipality.in) From 11.00 A.M of 01/10/2024 to 4.00 PM of 14/10/2024. The bid documents downloaded from the web site should accompany the aforesaid bid document cost. Bid without the requisite bid document cost shall be treated as non-responsive and rejected.
6. The interested Manpower Service Providers shall submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of Rs 20,000 /- & other requisite documents 15/10/2024 upto 11.00 AM through registered post / speed post or by hand addressed to the Executive Officer, Rayagada Municipality. This Office will not be responsible for any postal delay. Bids received after due date/time shall summarily rejected.
7. The Successful tenderer will have to deposit 1% of Contract value as initial security deposit in shape of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Executive Officer, Rayagada Municipality covering beyond six months of the period of contract. In case, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tenderer.
8. The Successful tenderer will have to deposit 5% of Contract Value as Performance Security Deposit in the form of Bank Guarantee from any Nationalized / Scheduled Bank drawn in favour of the Executive Officer, Rayagada Municipality, covering beyond six months of the period of contract. In case the contract is further extended beyond initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
9. Bids containing overwriting, additions, alternations, erasures, obliteration and other discrepancies should be properly attested all corrections made by them.
10. In the Financial bid, the bidder with the lowest price shall be awarded the contract. However in the case two or more bidders quote the same lowest price, then the bidder secured with the higher mark in the technical evaluation shall be awarded the contract. However, if both the technical marks and quoted rate in the financial bid of the bidders will be same, then in that case, the selection of the tender shall be decided on the basis of transparency lottery system.



- a. In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria i.e.A bidder should score minimum 65 marks to be eligible in the Technical evaluation.
- b. Scoring Method

### TECHINICAL EVALUATION

Sl. No	Evaluation Parameters	Total Mark	Criteria for award of Mark
1	Year of Registration (To be counted from the date of Initial Registration of the Agency)	20	<ul style="list-style-type: none"> <li>• 3 years to 5 years : 15 marks</li> <li>• Above 5 years : 20 marks</li> </ul>
2	Average Turn Over Certificate for Last 3 Financial year (2021-22, 2022-23, 2023-2024 ) with UDIN no.	20	<ul style="list-style-type: none"> <li>• &gt; 50.00 Lakh to 1 Crores : 10 marks</li> <li>• &gt; 1 Crores to 05 Crores : 15 marks</li> <li>• Above 05 Crores : 20 marks</li> </ul>
3	Experience in handling similar nature of work with strength of manpower in single work order (To be determined from single work order or single Experience Certificate in last Five Year)	15	<ul style="list-style-type: none"> <li>• 50 - 100 : 05 marks</li> <li>• 101 - 150 : 10 marks</li> <li>• Above 150 : 15 marks</li> </ul>
4	Current strength of the organization ( To be determined from payment confirmation slip of EPF for last 3 months up to September-2023)	20	<ul style="list-style-type: none"> <li>• Up to 100 persons : 05 marks</li> <li>• 101 - 300 persons : 10 marks</li> <li>• 301 – 500 persons : 15 marks</li> <li>• Above 500 persons : 20 marks</li> </ul>
5	Valid ISO Certificate	10	<ul style="list-style-type: none"> <li>• ISO 9001 : 3 marks</li> <li>• ISO 14001 : 3 marks</li> <li>• ISO 45001 : 4 marks</li> <li>• All of three : 10 marks</li> </ul>
6	Size and Quality of client for which sanitization and allied manpower services are being provided	15	Contract value should be at least 5 Lakhs per contract in similar field in last five years 1 - 5 contracts : 10 marks 5 – 10 Contracts : 12 Marks 10 and above contracts : 15 Marks
	<b>Total</b>	<b>100</b>	

11. The Technical bids shall be opened on the Scheduled date and time 4.00 PM on 17/10/2024 in the office room of the Executive Officer, Rayagada Municipality in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time.

12. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order and qualified in the Technical Evaluation of 65 and above marks. The Financial bids shall opened at 11.00 AM on 19/10/2024 in the office room of the Executive Officer, Rayagada Municipality in the presence of the representative of the Manpower Service Providers, if any who wish to be present on the spot at that time.



13. The Bid shall be valid for a period of 90 days from the date of opening of the bids and no request for any change in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
14. The interested bidders may visit the Rayagada Municipality on any working day during office hours to have thorough knowledge of the work to be performed before preparation and submission of the bid.

### TERMS & CONDITIONS

#### GENERAL :

1. The Agreement shall commence from **01/11/2024** and shall continue till **31/10/2025** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The agreement shall automatically expire on **31/10/2025** unless extended further by the mutual consent of the manpower Service Provider and Rayagada Municipality.
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 Rayagada Municipality.
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 Municipality, at present, has tentative urgent requirement of
  - 8 No's Unskilled man power
  - 14 No's Semi-skilled man power
  - 18 No's Skilled man power
  - 16 No's High skilled man power

The requirement of the Municipality may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.

6. The Manpower Service Provider will be bound by the details furnished by it to the Rayagada I Municipality 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving **One Month** notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work in time as may be fixed to the Executive Officer, Rayagada Municipality or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at the time as may be fixed and may also

- require to work beyond the fixed time for which 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.
9. The person deployed may be called on holidays to attend duty for which he/she shall be paid extra remuneration as per the approved rate by this office attending such duty.
  10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Municipality so that optimal services of the persons deployed could be availed without any disruption.
  11. The entire financial liability in respect of manpower services deployed in the Municipality shall be that of the Manpower Service Provider and the Municipality will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Rayagada Municipality.
  12. 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 the Rayagada Municipality.
  13. The Manpower Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Rayagada Municipality 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 persons can place their grievance before a Joint Committee consisting of the Executive Officer or a representative of the Rayagada Municipality and an Authorized representative of the Manpower Service Provider.
  14. The Rayagada Municipality 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.
  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 registration 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. (**\* Note:- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen**)

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. In case of poor performance or indiscipline attitude/activities of any manpower, Rayagada Municipality will inform the agency to withdraw the person/persons and replace immediately, to the satisfaction of the Municipality. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
21. The Service Provider shall ensure that the manpower deployed by it disciplined and do not participate in an activity detrimental to the interest of the Authority. The service provider should also ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudice to the interest of the Rayagada Municipality.
22. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The Agency shall also be responsible to extract maximum output of work entrusted to each and every persons deployed by him. The agency shall at all times indemnify and agree and undertake to defend and hold Rayagada Municipality, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between the agency and Rayagada Municipality.
23. The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 50 years and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases.
24. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. The Agency shall submit a certificate to this effect.
25. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
26. The Manpower Service Provider shall indemnify Rayagada Municipality against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications thereof.
27. The Manpower Service Provider shall provide at its own cost personal safety equipment, safety belt, Gum Boots, Line tester, Helmets, Raincoats, Photo ID Cards, Reflective Jacket to the staffs to be deployed for Sanitation activities depicting the logo of the Municipality & the MSPA, Uniform as may be decided by the authority depicting the logo of the Rayagada Municipality & the Manpower Service Provider and Torch Light etc. to his workmen for smooth discharge of responsibilities as entrusted to them once in a year. In case of failure to supply the above personal safety equipment to the workers on part of the Manpower Service Provider, the same shall be supplied by the Municipality and cost thereof shall be recovered from the unpaid bill/Security deposit/Performance security deposit of the Manpower Service Provider. Penalty as may be decided by the Municipality shall be levied on the MSPA in case it is found that its workers are not using the safety equipment's

ID card, Uniform with jacket etc during discharge of their duties, which shall be deducted from the unpaid bill/Security Deposit/performance security deposit of the MSPA.

28. The authority shall not liable for any compensation in case of any fatal injury/death caused to any manpower while performing/ discharging his duties / for inspection or otherwise.
29. 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 for fixing of responsibility.
30. In case of any loss caused to the Authority due to lapse on part of the personnel discharging duties, the same shall be borne by the service provider. Rayagada Municipality shall have right to deduct appropriate amount from the bill of the service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, the Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
31. The manpower service provider shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract .Rayagada Municipality shall in no way be held responsible for any of the accidents.
32. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and be responsible for any disputes arising with the worker.
33. For any failure of implementing the statutory rules and regulations by the Manpower Service Provider, Rayagada Municipality reserves the right to recover the same from the unpaid bills and security deposit of the Manpower Service Provider.
34. Any violation in part of the Manpower Service Provider towards payment of wages , EPF/ESI Contributions , Leave salary and Bonus as per Act and agreement if, brought to the notice of the authority of Rayagada Municipality , it would be referred to Labour Department for taking legal action against the Manpower Service Provider and without prejudice to the right of Rayagada Municipality to terminate the contract in such cases.



**FORM - 1**  
**TECHNICAL BID**  
**COVERING LETTER**  
(On Bidder's Letter Head)

To

The Executive Officer  
Rayagada Municipality

Sub:- Tender for Outsourcing of Manpower to Rayagada Municipality

Sir

I the undersigned offer to participate in the tender process to provide services for manpower (Highly Skilled, Skilled, Semi-Skilled & Un -Skilled ) in accordance with your tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_, I am hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I do hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any Mis-interpretation contained in it may lead to disqualification of your proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

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

Thanking You

Yours Faithfully

Authorized Signatory  
With date and Seal

Name and Designation : \_\_\_\_\_

Address of the Bidder : \_\_\_\_\_

**FORM - 2**  
**APPLICATION - TECHNICAL BID**

Name of Tendering Manpower Service Provider	
Name of Proprietor / Partner / Director	
Full Registered Office Address	
Telephone Nos : Mobile : Email Id ( Official email id for correspondence if any )	
Details of Bid document cost (DD No / Bankers Cheque etc)	
Details of Bid document cost (DD No / bankers Cheque etc)	
Date of Establishment	( furnish 'copy of the Registration Certificate of the Agency)
GST Registration Mo.	( furnish copy of the GST Registration of the Agency)
EPF Registration No.	( furnish copy of the EPF Registration Certificate of the Agency)
ESI Registration No.	( furnish copy of the ESI Registration Certificate of the Agency)
Income Tax No. ( PAN) (User Regd. No. & Place)	( furnish copy of the PAN)
No. of branch offices in Odisha with location details	
Bank Details of the Bidder. The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for services if any ( if selected )	<b>Affidavit</b>

Authorized Signatory [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)



## FORM 3

### ANNUAL AVERAGE TURN OVER STATEMENT

(To be furnished in the letter head of the Chartered Accountant)

The Annual Turnover of M/s \_\_\_\_\_ for the last 3 financial years are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Rs.
1	2021-22	
2	2022-23	
3	2023-24	
Average Annual Turnover in Rs.		

\*Provisional audited statement shall not be considered.

Date:

Signature of Chartered Accountant

Place:

(Name in Capital) Seal

Membership No.

Note:

1. To be issued in the **letter head** of the Chartered Accountant with membership No
2. Also attach photocopies of the audited P/L account of **each year highlighting the turnover** in support of that.



**FORM 5**

**Affidavit that their firm has not been blacklisted by any Municipality or Govt. Deptt.of the state in the past.**

**Affidavit**

I, M/s. ....

..... (the name of the agency with address of the registered office) hereby certifies and confirm that we or any of our promoter(s)/Director(s) are not barred by Department of H. & U.D. Govt of Odisha / or any other entity of Govt. undertaking or blacklisted by any state Government or Central Government/ Department/ Organization in India from participating in Tenders as on the \_\_\_\_\_ (Date of Signing of this proposal).

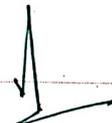
We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during in agreement period.

Date this ..... Day of .....20

Authorized Signatory/ Signature [in full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)



## FORM 6

### (On the Bidder's Letter Head regarding Disbursement of Wages / Salary)

I / We do hereby undertake that

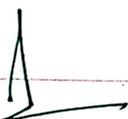
- I / We Shall / will transfer the wages/ Salary for the bill month to the Bank Account of all the deployed persons through On-line transfer system out of my own resources by the first week of the succeeding month based on the attendance duly checked / approved by the Rayagada Municipality without waiting payment from Rayagada Municipality.
- I / We shall/ will submit the documentary proof regarding staff wise payment details made to all the deployed persons to the Rayagada Municipality before release of succeeding months payment by the Municipality.
- I / We shall/ will submit the documentary proof regarding the claims in bills towards Employees State Insurance Provident Fund and Service Tax etc. pertain to the concerned bill month along with the bill. 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 Rayagada Municipality.
- Any violation of the above stipulations in my / our part will lead to termination of the Agreement.

Yours Sincerely

Signature of authorized person

Name:

Seal:



**FORM- 7**  
**APPLICATION – FINANCIAL BID**  
**For Providing Manpower Assistance to Rayagada Municipality**

1. Name of tendering Manpower Service Provider :
2. Rate for Total 56 no.s per day inclusive of all statutory liabilities, taxes, levies ,cessetc

Sl. No	Manpower Type	Requirement in No.s	Take Home remuneration per day	EPF ( As per latest Govt prescribed rate) in Col. 3	ESI ( As per latest Govt prescribed rate) in Col. 3	Other Statutory dues if any in Col.3	Service Charge on in Col.3 ( Not Less than 3.85% )	Total per Person Per Day ( Rate in Figure Col. 3+4+5+6+7
1	Un-Skilled	8no.s						
2	Semi-Skilled	14no.s						
3	Skilled	18no.s						
4	Highly Skilled	16no.s						
TOTAL		56 no.s						

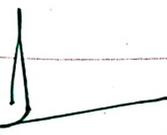
- Bidder with lowest evaluated competitive quoted price for the required service will be awarded with contract.
- The Total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- The Payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

Signature of authorized person

Name:

Seal:

Date :



Place :

### BID SUBMISSION CHECK LIST

Sl.No	Description	Submitted ( Yes / No )	Page No.
1	Covering Letter in Bidders Letter Head		
2	Bid Document Cost ( Rs 5,000 /- in shape of DD / Pay Order)		
3	EMD ( Rs 20,000 /- in shape of DD / Pay Order)		
4	Copy of Incorporation/ Registration Certificate of Bidder		
5	Copy of PAN		
6	Copy of GSTIN / GST Registration Certificate		
7	Copies of Income Tax Return filed for the last three financial years		
8	Copy of Valid EPF Registration Certificate with copies of challan, ECR, contribution slip and payment confirmation slip for the last three months of at least 50 persons ( Should be registered for at least 50 persons under the Establishment)		
9	Copy of valid ESI Registration Certificate with copies of challan, ECR Contribution slip and payment confirmation slip for the last three months of at least 50 person ( Should be registered for at least 50 person under the establishment)		
10	Copy of Valid Labour Licence for minimum 100 persons		
11	Copy of ISO Certificates		
12	Check List Form		
13	Form - 2 Application-Technical Bid duly filled		
14	Form – 3 Annual Average 3 Years Turnover Statement		
15	Form – 4 Experience of Similar Contract last Five Years		
16	Form – 5 Affidavit for Non- Black Listed		
17	Form – 6 Undertaking regarding Disbursement of Wages / Salary to the staff before being reimbursed by the Municipality		
18	Form – 7 Application of Financial Bid		

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The Executive Officer  
Rayagada Municipality

WHEREAS \_\_\_\_\_ ( Name and address of the Manpower Service Provider Agency ) ( hereinafter called " the MSPA " ) has undertaken, in pursuance of contract No/LOA No \_\_\_\_\_ dated \_\_\_\_\_ for providing manpower service to Rayagada Municipality ( hereinafter called the " the Contract " )

AND WHEREAS it has been stipulated by you in the said contract that the MSPA shall furnish you with a bank guarantee from a scheduled/ nationlised bank for the sum of specified therein as performance guarantee for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the MSPA such a Bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the MSPA upto a total of \_\_\_\_\_ ( amount of the guarantee in words and figures ) and we undertake to pay you, upon your first written demand declaring the MSPA to be in default under the contract 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 MSPA before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the MSPA 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 guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

( Signature of the authorized officer of the Bank )

\_\_\_\_\_  
Name and Designation of the Officer

Seal, name and address of the Bank and address of the Branch

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Executive Officer, RAYAGADA MUNICIPALITY represented by \_\_\_\_\_ 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 Sri. \_\_\_\_\_ here-in-after called the "Man Power 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 for Rayagada Municipality.

And whereas the "Man Power 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 terms and conditions of the agreement to the "Man Power 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 "Man Power Service Provider", the "Man Power Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged in Rayagada Municipality in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Man Power Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to \_\_\_\_\_.

**Signature of Bidder with Seal**

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  
to sign on behalf of Man

Signature of the Authority Authorized  
An officer acting in the premises

**Power Service Provider**

**In the presence of witness:-**

**Witness**

**Witness**

1. Name .....

1. Name .....

Address: .....

Address: .....

2. Name .....

2. Name .....

Address: .....

Address: .....



**ANNEXURE**  
**TERMS & 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 of the manpower Service Provider and Rayagada Municipality.
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 Rayagada Municipality.
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 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 **One Month** notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work in time as may be fixed to the Executive Officer, Rayagada Municipality or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at the time as may be fixed and may also require to work beyond the fixed time for which 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 for which he/she shall be paid extra remuneration as per the approved rate by this office attending such duty.
9. The entire financial liability in respect of manpower services deployed in the Municipality shall be that of the Manpower Service Provider and the Municipality will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Rayagada Municipality.
10. 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 the Rayagada Municipality.

11. The Manpower Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Rayagada Municipality 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 persons can place their grievance before a Joint Committee consisting of the Executive Officer or a representative of the Rayagada Municipality and an Authorized representative of the Manpower Service Provider.
12. The Rayagada Municipality 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.
13. 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.
14. 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.
15. 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.
16. 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 (Regulations and Abolition) Act, 1970 if any, at his own part and cost. **If required under the Act**
17. 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.
18. In case of poor performance or indiscipline attitude/activities of any manpower, Rayagada Municipality will inform the agency to withdraw the person/persons and replace immediately, to the satisfaction of the Municipality. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
19. The Service Provider shall ensure that the manpower deployed by it disciplined and do not participate in an activity detrimental to the interest of the Authority. The service provider should also ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudice to the interest of the Rayagada Municipality.
20. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The Agency shall also be responsible to extract maximum output of work entrusted to each and every persons deployed by him. The agency shall at all times indemnify and agree and undertake to defend and hold Rayagada Municipality, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements,

- actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between the agency and Rayagada Municipality.
21. The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 50 years and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases.
  22. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. The Agency shall submit a certificate to this effect.
  23. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
  24. The Manpower Service Provider shall indemnify Rayagada Municipality against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications thereof.
  25. The Manpower Service Provider shall provide at its own cost personal safety equipment, safety belt, Gum Boots, Line tester, Helmets, Raincoats, Photo ID Cards, Reflective Jacket to the staffs to be deployed for Sanitation activities depicting the logo of the Municipality & the MSPA, Uniform as may be decided by the authority depicting the logo of the Rayagada Municipality & the Manpower Service Provider and Torch Light etc. to his workmen for smooth discharge of responsibilities as entrusted to them once in a year. In case of failure to supply the above personal safety equipment to the workers on part of the Manpower Service Provider, the same shall be supplied by the Municipality and cost thereof shall be recovered from the unpaid bill/Security deposit/Performance security deposit of the Manpower Service Provider. Penalty as may be decided by the Municipality shall be levied on the MSPA in case it is found that its workers are not using the safety equipment's ID card, Uniform with jacket etc during discharge of their duties, which shall be deducted from the unpaid bill/Security Deposit/performance security deposit of the MSPA.
  26. The authority shall not liable for any compensation in case of any fatal injury/death caused to any manpower while performing/ discharging his duties / for inspection or otherwise.
  27. 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, join enquiry comprising of both the parties shall be conducted for fixing of responsibility.
  28. In case of any loss caused to the Authority due to lapse on part of the personnel discharging duties, the same shall be borne by the service provider. Rayagada Municipality shall have right to deduct appropriate amount from the bill of the service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, the Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
  29. The manpower service provider shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract .Rayagada Municipality shall is no way be held responsible for any of the accidents.

30. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
31. For any failure of implementing the statutory rules and regulations by the Manpower Service Provider, Rayagada Municipality reserves the right to recover the same from the unpaid bills and security deposit of the Manpower Service Provider.
32. Any violation in part of the Manpower Service Provider towards payment of wages , EPF/ESI Contributions , Leave salary and Bonus as per Act and agreement if, brought to the notice of the authority of Rayagada Municipality , it would be referred to Labour Department for taking legal action against the Manpower Service Provider and without prejudice to the right of Rayagada Municipality to terminate the contract in such cases.
33. The persons deployed shall, during the course of their work by privy to certain qualified documents and information which they are not supposed 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 beach of contract.
34. 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 Rayagada Municipality. The Municipality shall have no liability in this regard.
35. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cessetc on account service rendered
36. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same on demand to the authority of the Rayagada Municipality or any other authority under Law. The Manpower Service Provider shall maintain complete official records of disbursement of wages/salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose. The Service Provider shall also maintain personal files in respect of all the staff that are deployed in Rayagada Municipality. The personal file shall invariable consist of personal details such as name, address, date of birth, sex, residential address ( Temporary / Permanent ), copy of Aadhaar No. Mobiles No Bank Account EPF/ESIC Details etc.
37. The Tax Deduction at Source ( T.D.S ) shall be done as per the provisions of Act / Rules including income tax ACT/Rules as amended, from time to time and a certificate to this effect shall be provided by the Rayagada Municipality.
38. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, Rayagada Municipality is put to any loss / obligation monetary or otherwise, Rayagada Municipality 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.
39. 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. Rayagada Municipality 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 Rayagada Municipality by the persons deployed the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
40. The Agreement can be terminated by either party by giving one months notice in advance, if the agency fails to give one months notice in writing for termination of the agreement then one months wages and any amount due to the service provider will be recovered by forfeiture of performance security.
  41. In case of breach of any terms and conditions of the agreement, the Performance Security Deposit and EMD of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
  42. The Manpower Service Provider shall raise the bill, in triplicate along with attendance sheet duly verified by the Executive Officer, Rayagada Municipality or his authorized staff in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The salary should be first disbursed by the agency to all the deployed persons through online to their respective Bank Account by the First week of the succeeding month without waiting payment from Municipality.
  43. 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 Office for necessary records.
  44. 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 Rayagada Municipality.
  45. The Take home remuneration of the persons deployed shall not be less the rate fixed by the Govt. of Odisha in labour & ESI Department from time to time. The Man Power Service Provider shall quote at the latest minimum wage rate. The differential amount of wage shall be paid by the Municipality as and when the minimum wage rate will be revised by the Govt. The EPF, ESI and GST rate shall be applicable as fixed by the Govt from time to time.
  46. The Authority reserves the right to add, modify, withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
  47. 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.
  48. All disputes shall be under the jurisdiction of the court located at Rayagada Municipality.