

TENDER DOCUMENT

**REGULATED MARKET COMMITTEE, KHARIAR ROAD.
AT/PO-KHARIAR ROAD, DIST-NUAPADA, PIN-766104**

**NAME OF THE WORK : PROVIDING MANPOWER FOR
THE OFFICE OF REGULATED
MARKET COMMITTEE, KHARIAR
ROAD.**

This Document contains: Page No. 01 to 22 .

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11/24
**COLLECTOR & D.M,
NUAPADA-cum- CHAIRMAN,
RMC, KHARIAR ROAD.**

Signature of Bidder with Seal

**OFFICE OF THE REGULATED MARKET COMMITTEE,
KHARIAR ROAD**

**INVITATION OF TENDER AND INSTRUCTIONS CONTAINING TERMS AND
CONDITIONS GOVERNING CONTRACT FOR PROVIDING MAN POWER TO RMC,
KHARIAR ROAD.**

- A. Cost of the Tender Document: Rs. 10,000/- (Rupees Ten Thousand only)
- B. Last date & time for submission of Bid: dt. **26.11.2024 up to 3.00 PM**
- C. Tender (Technical Bids) to be opened: dt. **26.11.2024 at 4:00 P.M**
- D. Financial Bid to be opened: dt. **26.11.2024 at 05:30 P.M**

NOTE :

- 1. The Chairman, RMC, Khariar Road at his discretion, extend the bid document submission date by a week and such extension shall be binding on all the tenderers.
- 2. If the date fixed for opening of tender is subsequently declared as 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.
- 3. Bids will be received through Speed Post/Registered Post only.
- 4. Bids will not be received through courier service and hand to hand.

ITEM WISE – RATE CONTRACT

Sold to, Bidder on payment of Rs.....

Rupees (in words).....

Vide money receipt No..... Dt..... for the work

.....

Signature of Bidder with Seal

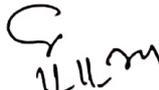

Chairman,

REGULATED MARKET COMMITTEE, KHARIARROAD .

Crucial Details of Tender Call Notice

Name of the work	:	Providing manpower for office of R.M.C, Khariar Road
E.M.D	:	1% of the total Estimated cost for oneyear in shape of Bank Draft/ Pay order/ Banker's Cheque.
AGENCY	:	As per eligibility criteria
Period of contract	:	One Year
Cost of Tender document	:	Rs. 10,000/-
Period of Sale of Tender document	:	Dt.11.11.2024to Dt. 25.11.2024 up to 5.00 PM (offline) (during office hour)
Last Date for receipt of Filled in Tender document	:	Dt. 26.11.2024 up to 3.00 PM
Place &Date of Opening of Technical bid	:	Office of the Regulated Market Committee, Khariar Road. Dt. 26.11.2024 at 04:00 PM
Place & date of opening of Financial Bid of eligible Tenders	:	Khariar Road Dt. 26.11.2024 at 05:30 PM
Officer invited the Tender	:	Chairman, RMC, Khariar Road.
Likely date for commencement of deployment of required manpower	:	After finalization of Tender Process

Signature of Bidder with Seal


 Chairman,

Regulated Market Committee, Khariarroad.

OFFICE OF THE REGULATED MARKET COMMITTEE, KHARIAR ROAD.

No. 504 /Date: 11.11.2024

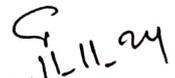
Notice Inviting Tender

Sealed bid in conformity with detailed tender call notice are invited from intending registered firms / NGOs / Private companies / Contractors working within the jurisdiction of Odisha, having eligibility criteria as stipulated in DTCN, for execution of the under mentioned work, so as to reach by **speed post / registered post only** to the SECRETARY, R.M.C, KHARIAR ROAD by 3.00 P.M. of dt. **26.11.2024** and bid documents will be opened on dt. **26.11.2024 at 4:00 PM** in presence of the bidder or their authorized representatives who wish to remain present for the occasion. If the office happens to be closed due to subsequent declaration of holiday, the process of receipts and opening schedule will be on next working day at the specified time and venue without any further notice. The sale of bid document shall start from dt. **11.11.2024** and close by 5:00 P.M. of **25.11.2024**. The intending bidders shall have to deposit the cost of tender paper (non-refundable) in shape of Demand Draft only from any scheduled bank or nationalized bank drawn in favour of Secretary, R.M.C, KHARIAR ROAD payable at KHARIAR ROAD.

Sl. No.	Name of the work	Cost of bid document
1	Providing manpower for office of R.M.C, KHARIAR ROAD as per DTCN.	Rs. 10,000.00

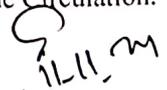
Bid documents can be purchased from office of the R.M.C, Khariar Road against cost of bid document in the form of Demand Draft issued from any scheduled bank or nationalised bank payable at Khariar Road in favour of secretary, R.M.C, Khariar Road. The Bank Draft should be prepared on or before the last date of sale of the Bid document or the tender paper which may be downloaded from the District portal i.e. <https://nuapada.odisha.gov.in> from dt. **11.11.2024** to dt. **25.11.2024** by 5:00 PM and paper cost of tender paper in form of D.D must be submitted with bid documents failing which the bid will be rejected.

Bid documents should be submitted through Regd. Post / Speed post only superscribing "**Tender for providing manpower for office of RMC, KHARIAR ROAD.**" and addressed to the **Secretary, R.M.C, KHARIAR ROAD, At / P.O : KHARIAR ROAD, Dist : Nuapada, Odisha, PIN : 766104.** However, R.M.C, KHARIAR ROAD will be no way responsible for postal delay to the receipts of bid documents beyond scheduled date and time. The bid must be accompanied with required E.M.D. @ 1% of the Estimated value for One year in shape of Bank Draft/ Pay order/ Banker's Cheque of any nationalized bank only duly drawn in favour of Secretary, R.M.C, Khariar Road, and payable at Khariar Road failing which, the bid will be rejected out rightly. The details of the tender notice may be available and downloaded from the district portal.


Chairman,
R.M.C, Khariar Road.

Memo No. Date:

Copyforwarded to Deputy Director (Advertisement) & Deputy Secretary to Govt., I&PR Deptt., Odisha, Bhubaneswar with a request to get the invitation for Bid published in one nos. of leading Odia Daily Newspaper and one nos. of English daily Newspaper at an early date for wide Circulation.


Chairman,
R.M.C, Khariar Road.

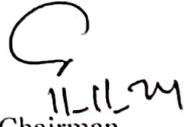
OFFICE OF THE REGULATED MARKET COMMITTEE, KHARIAR ROAD.No. 504 /Date: 11.11.2024**Notice Inviting Tender**

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Sl. No.	Name of the work	Cost of bid document
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 Chairman,
 RMC, Khariar Road.

Signature of Bidder with Seal

Eligibility Criteria

The bidder must have :

1. The bidder must be an registered firm /Company/ Association/ Organisation/NGO, etc having valid registration certificate.
2. PAN Card
3. Labour Licence (Min 100 Labours)
4. EPF registration certificate
5. ESI registration certificate
6. GST registration certificate
7. Audit report for last 3 years
8. Income tax annual return for 3 A.Y. i.e. 2022-23 , 2023-24&2024-25.
9. Experience certificate in supply of office staffby competent authority (Govt. Deptt/ ULBs/ PSU/ Organisation of National repute)
10. Minimum financial turnover of Rs 50 Lakh (Fifty lakh) on supply of office staff work in any calendar year of last three financial year.
11. Credibility/Capability/Activity report to be submitted and it should be issued from any recognised government organisation, Bank, PSU, ULB, Company.
12. Affidavit about authentication of submitted documents.

Other terms and conditions can be seen from the DTCN.

The authority reserves the right to reject any or all the bid without assigning any reason thereof.


Chairman,
R.M.C, Khariar Road.

Memo No. 505 / Dated 11/11/2024

Copy submitted to the Collector & District Magistrate, Nuapada, /ADM, Nuapada /Project Director, DRDA-cum- P.D., DUDA, Nuapada / Sub-Collector, Nuapada - cum- Administrator, Khariar Road /Tahasildar, Nuapada/ Asst. Engg., P.H. Section, Khariar Road/ SDO, WESCO, Khariar Road / G.M., DIC, Nuapada, Khariar Road for favour of kind information with a request to exhibit this notice in their office notice board for wide circulation.


Chairman,
R.M.C, Khariar Road.

Memo No. 506 / Dated 11/11/2024

Copy submitted to the members of tender committee for information and with request to attend the tender opening meeting on 26.11.2024 at 4:00 PM


Chairman,
RMC, Khariar Road.

Signature of Bidder with Seal

Memo No. 507 / Dated 11/11/2024

Copy forwarded to the DeGM, Nuapada, for information with request to publish this DTCN in the District Portal of Nuapada for wide publication..


11-11-24
Chairman,
RMC, Khariar Road.

Memo No. 508 / Dated 11/11/2024
Copy to Office Notice Board for information.


11-11-24
Chairman,
RMC, Khariar Road.

Memo No. 509 Date: 11/11/2024

Copy forwarded to Deputy Director (Advertisement) & Deputy Secretary to Govt., I& PR Deptt., Odisha, Bhubaneswar with a request to get the invitation for Bid published in one leading Odia Daily Newspaper and one leading English Newspaper at an early date for wide Circulation.


11-11-24
Chairman,
RMC, Khariar Road.

Signature of Bidder with Seal

TECHNICAL BID
GENERAL TERMS AND CONDITIONS

Instruction to bidders:-

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

- (a) The Registered office or one of the branch offices of the manpower service provider firm should be located within the territory of Odisha. Besides, Head of the manpower service provider should provide the name, designation and contact number of the person to liaison with the said branch office.
- (b) They should be registered with the appropriate registration authority:
- (c) They should have at least Three years' experience in providing manpower to Government Corporations, Public Sector Undertaking /ULBs/ Companies / Bank etc;
- (d) They should have their own Bank Account.
- (e) They should have registered with Income Tax and Service Tax authorities.
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (g) The firm must have registered/obtain under Contract Labour (Abolition & Regulation) Act' 1970.
- (h) They should have any other regulatory clearance that may be required for providing manpower services.
- (i) Minimum approximate Average annual turn-over required is Rs. 50,00,000/-.
- (j) The firm should submit copy of incorporation document in support of its category of organisation (Incorporation certificate in case of company, copy of the partnership deed in case of Partnership firm).
- (k) The tender has been invited under two bid system i.e, Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for providing manpower for office of R.M.C, Khariar Road." & "Financial Bid for providing manpower for office of R.M.C, Khariar Road." and both the envelopes should be kept in another sealed envelope superscribing "Tender for providing manpower for office of R.M.C, Khariar Road ."
- (l) The bid is meant for carrying out the work for a period of one year.
- (m) Letter of authorization for representing the registered firm / private company / NGOs and entrepreneur to sign the bid document should be enclosed along with the bid document.
- (n) Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies should be properly attested by bidder.

- (o) The bidder shall sign every page of the bid documents submitted by him / them. The bidder should quote rate both in figures and in words, wherever if there is difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.
- (p) All the documents furnished by the bidder are subject to verification from the issuing authority. In case any manipulation is found, the EMD will be forfeited and action may be initiated for black listing the agency.
- (q) Name of the purchaser at the time of procurement of DTCN shall not be disclosed.
- (r) The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

1. The bid documents should be accompanied with the self-attested / certified true copy of Following certificates/ documents and in absence of any of which, the bid will be summarily rejected.

Checklist of Documents to be enclosed with Tender to prove the eligibility as per Technical Bid-document & Tender Call Notice

Sl. No.	Name of Document	Status		Page No.
		Not-Submitted	Submitted	
1	E.M.D. @ 1% of the one year Estimated value (original)			
2	Bid Document(original)			
3	Photo Copy of Registration Certificate			
4	Photo Copy of PAN Card			
5	Photo Copy of Labour Licence (Min. 100 Labours)			
6	Photo Copy of EPF Registration Certificate			
7	Photo Copy of ESI Registration Certificate			
8	Photo Copy of GST Registration Certificate			
9	Photo Copy of Audit Report for last 3 Years			
10	Photo Copy of Income Tax return for 3 A.Y. i.e. 2022-23, 2023-24 & 2024-25.			
11	Photo Copy of experience certificate			
12	Photo copy of Min financial turnover of Rs 50 Lakh (Fifty lakh) on supply of office staff work in any calendar year of last three financial year			
13	Photo Copy of Credibility/Capability/Activity report of Bidder			
14	Affidavit in Original about the authentication of documents attached with the bid			
15	Others, If any			

Note – The bidder should sign in each and every page as taken of its receipt and accepted all terms and conditions of the bid document and abide by rules and regulations of the tender. Any violation of above will liable for outright rejection of bid documents.

Signature of Bidder with Seal

'DECLARATION-cum-UNDERTAKING

(To be submitted under the Letter Head of the Bidder)

- 1) I Smt/Sri.....son/ daughter/ wife of
Sri..... Proprietor /
Director / Partner authorized signatory of the Service Provider mentioned above, am
competent to sign this declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
- 3) I am financially sound and capable to pay the wages to the persons engaged by me from
my sources and undertake to pay remuneration to them on or before 7th of every month.
- 4) The information / document furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/We, am/are aware of the fact that,
furnishing of any false information/ fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Date:

Seal :

Place:

Signature of Bidder
with Seal

Detailed Tender Call Notice

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE KHARIAR ROAD , KHARIAR ROAD.

1. The minimum educational qualification for Mandi Analyst should be BCAMCA from any recognised university.
2. The minimum educational qualification for Chemist should be Graduation in Science with Chemistry (H) from any recognised university.
3. The minimum educational qualification of DEO should be Graduation in any discipline from any recognised university with PGDCA .
4. The minimum qualification for store assistant should be Higher secondary from any recognised college.
5. For Caretaker-cum-Night watcher, he should be literate & of sound physic .
6. For peon, he/she should be literate.
7. For sweeper, he/she should be literate.
8. For Gardner one should be of sound health.
9. 77 Nos. of Caretaker-cum-Night watcher is required only for the period of Paddy Procurement KMS 2024-25 (Kharif & Rabi) i.e Approximately 5 months and will be deployed at different PPCs throughout the district.
10. Minimum age for all the posts should be not below 18 years and maximum age should not be above 60 years as on dt. 01.11.2024.
11. Bio data with copies of testimonials along with age proof and educational qualification of each Person is to be furnished at office for verification before deployment. The Agency is also required to submit a certificate with regard to the above required proficiency of the manpower proposed to be deployed by it. After obtaining clearance from the office of R.M.C, Khariar Road, manpower is to be deployed at office.
12. The manpower to be deployed as detailed above will be required to work in Khariar Road. If at any point of time, the office feels that the resource deployed by the Manpower Agency is not up to the mark, or his/her conduct is not good or he/she leaves the services of then a replacement is to be provided within 7 days of time.

Signature of Bidder with Seal

APPLICATION – TECHNICAL BID

For Providing manpower Services to RMC, Khariar Road

1. Name of Tendering Manpower Service provider: _

2. Details of Earnest money Deposit: D.D No Date.....

of Rs..... drawn on..... Bank

3. Name of Proprietor/Partner/ Director:

4. Full Address of Registered Office :

Telephone No.(Land Line) :

Mobile :

FAX No :

E-Mail address :

5. Full address of operating/
Branch office :

Telephone No.

Signature of Bidder with Seal

FAXNo: _____

e-mailaddress : _____

6. Name & telephone no. of Authorized officer/
Person to liaison with : _____

7. Banker of the Manpower Service Provider: (Attach certified copy of statement of
A/c for the last Three years)

Telephone Number of Banker : _____

8. PANNo. : _____ (Attach attested copy)

9. Service Tax Registration No. : _____ (Attach attested copy)

10. E.P.F. Registration No. : _____
(Attach attested copy)

11. E.S.I. Registration No. : _____
(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial
Years.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2021-2022		
2022-2023		
2023-2024		

13. Additional information, if any:
(attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service
Provider during the last three years in the following format.
(if the space provided is insufficient, a separate sheet may be attached).

Signature of Bidder with Seal

Sl. No.	Name of the client, address, telephone & Fax no.	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	In No.		From	To

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

Date

Signature of authorized person

Name:

Seal:

Signature of Bidder with Seal

FINANCIAL BID
FOR PROVIDING MANPOWER TO R.M.C, KHARIAR ROAD

1. Name of the tendering manpower Service provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type Required	Category	Number of manpower required	Monthly rate per category per month							
				Take home remuneration of each category per month of required no of manpower in Rs.	EPF Employer's share @13% in Rs.	ESI Employer's share @3.25% in Rs.	Other statutory dues if any in Rs.	Service charges in Rs.	GST on service charges @18% in Rs.	Total: Category wise per month (Including all charges) in Rs.	
1	2	3	4	5	6	7	8	9	10	11	
1	Mandi Analyst	Skilled	2								
2	Chemist										
3	DEO	Semi-Skilled	8								
4	Store Assistant										
5	Peon	Unskilled	11								
6	Gardener										
7	Caretaker - cum- Night Watcher										
8	Sweeper										
9	Caretaker - cum- Night Watcher- Only for the period of paddy procurement	Unskilled	77								
Total			98	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
				In words Rupees.	Rupees.	Rupees.	Rupees.	Rupees.	Rupees.	Rupees.	

Signature of Authorised person
Full Name
Seal

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contracts
2. The payments shall be made conclusion of the calender month only on the basis of number of working days which duty has been performed by each man power
3. The payments should be made in accordance with the Notification No. 6432 dt. 30.09.2024 of labour Commissioner, Odisha, Bhubaneswar. (Copy Enclosed).

Signature of Bidder with Seal

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from _____) and shall continue till _____ unless, it is curtailed or terminated by the authority owing to change in requirement of manpower.
2. The Agreement shall automatically expire on _____.
3. 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.

At present, The R.M.C, Khariar Road has tentative requirement of 01 nos. of Mandi Analyst, 01 No. of Chemist, 04 Nos of DEOs, 04 Nos. of Store Assistant, 06 nos. of Peon, 02 nos. of care taker - cum- night watcher, 02 nos. of Gardner, 01 no of sweeper & 77 Nos. of care taker - cum - night watcher only for the purpose of Paddy procurement KMS 2024-25 i.e approximately 5 months and will be deployed at different PPC through out the district. The requirement of the may further increase or decrease marginally during the period of initial contract and the tenderer would have to provide additional manpower service, if required, on the same terms and condition.

4. If required, the R.M.C, Khariar Road may ask for to provide extra manpower as per requirement in any category i.e. Un-skilled, skilled, semi-skilled or highly skilled and the agency will be ready to provide the same. Extra payment will be made to the agency in this respect as per labour law along with all other taxes, charges & fees etc.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement with forfeiture of Security Deposit.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Secretary, RMC, Khariar Road or such other officer as may have been kept in charge of the Office and shall not leave office before 5.30 P.M. 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 Manpower Service Provider shall nominate a coordinator with proper identification who shall be responsible for immediate interaction with the office so that, optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the office concerned shall be that of the Manpower Service provider and the office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the bank account of the person deployed by it in, a sum not less than the minimum rate quoted in the financial bid as reduced by the employees contribution towards Employee Provident Fund and ESI and adduce such evidence with regard to payment of wages and also deposit of statutory dues as may be required by the office concerned.

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 on office with regard to wages on employment whatsoever the like.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a joint Committee consisting of a representative of the office concerned and an Authorized representative of the Manpower Service Provider for settlement.
12. 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. The Manpower service provider is to take appropriate insurance coverage for compensation arising out of or in the course of engagement at.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to receive perks and other facilities admissible to regular/confirmed employees of the during the Contractual period and /or its expiry.
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 or deployment from the Authority 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 self-attested registration certificate 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.
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. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. A certificate to this extent is to be submitted by the Manpower Service Provider.
19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. The service provider has to provide substitute in the event of any person engaged by him at leaves the services or his service is terminated on any of the grounds including disciplinary action within 7 days of termination.

Signature of the bidder with seal

LEGAL

20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides action for breach of contract.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the office. The office shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office to the concerned tax Collection authorities from time to time, as per the rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the or any other authority under Law.
24. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules as amended from time to time and a certificate to this effect shall be provided by the office.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office is put to any loss/obligation, monetary or otherwise, the office 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.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The office 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 office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

Signature of Bidder with Seal

FINANCIAL

27. **PAYMENT OF WAGES TO DEPLOYED MANPOWER:**
- i. The monthly wages payable to each category of manpower shall be determined by the office for number of days present by each personnel deployed by the Service Provider in the office taking into account basic monthly remuneration which shall not be less than the minimum wages prescribed under the Minimum Wages Act.
 - ii. The Manpower service provider is required to maintain the Attendance Register for its personnel of the where personnel are deployed by it which should be verified by the Secretary, RMC, Khariar Road or Authorised officer on regular basis. The manpower Service Provider is to prepare a bill on the basis of attendance of each such personnel as verified by the Secretary, RMC, Khariar Road or Authorised officer by him.
 - iii. On the basis of bill, Manpower Service Provider shall pay the wages, ESI and EPF of each employee.
 - iv. After payment of the monthly wages, EPF and ESI to his deployed manpower, Manpower Service Provider shall submit the bill to the office with pay bill, EPF and ESI Details.
 - v. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the office every month.
 - vi. The normal time to make the payment by the office is within 7days from the date of receipt of the bill from the manpower service Provider.
 - vii. Manpower Service Provider shall be capable to pay the wages as per tender document timely before 7th of every month from his own resources.
 - viii. Manpower Service Provider shall be capable to pay monthly wages up to 1-2 months from his own resources in case of delay in payment by due to unavoidable circumstances.
 - ix. The Manpower Service Provider shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
 - x. In case of increase in minimum wages, the Manpower Service Provider shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay or notification has retrospective effect, separate arrear bills shall be submitted.
28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of 1% of tender value only in the form of Demand Draft drawn in favour of Secretary, R.M.C , Khariar Road failing which the tender shall be rejected out rightly.
29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, the EMD will be adjusted towards interest free Performance Security Deposit. If the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD/SD shall stand forfeited without giving any further notice.

30. The successful tenderer will have to furnish Security Deposit of 1% of the Annual Contract value only in the form of Bank Draft from any Nationalised Bank/Schedule Bank drawn in favour of the authority covering the period of contract. No interest shall be paid on the performance security Deposit amount kept with the office.
31. In case of breach of any terms and conditions attached to this agreement, Security Deposit of the Manpower Service Provider shall be forfeited besides termination of the Agreement.
32. The Manpower service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by the office in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
33. 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 of the 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 office concerned.
34. 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.
35. 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/her decision and the same shall be binding on all parties.
36. All disputes shall be under the jurisdiction of the court at Nuapada the place where the headquarters of the authority, who has executed the agreement, is located.
37. The successful bidder will enter into an agreement with this for supply of suitable and qualified manpower as per requirement of this on the above terms and conditions.

Signature of Bidder with Seal

AGREEMENT

This Agreement is made on thisday ofbetween the R.M.C., Khariar Road Represented by Sri.....here-in-after referred to as the "Authority" which shall , where the context should requires or admits include its sorceresses or assignees of the one part.

And

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

Whereas, the "Authority" desires that the services of manpower for engaging in office work within the jurisdiction of R.M.C., Khariar Road.

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

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged for office work within the jurisdiction of R.M.C., KHARIAR ROAD on daily wage basis in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto _____.

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.

For and on behalf of
(Tender Inviting Authority)

For and on behalf of
(Service provider)

In the presence of witness:-

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

Witness

1. Name:.....

Address:.....

2. Name:.....

Address:.....

Signature of Bidder with Seal