

BERHAMPUR MUNICIPAL CORPORATION



TENDER DOCUMENT

For providing Manpower Services to the
Berhampur Municipal Corporation

By a

Private Manpower Service Provider

BERHAMPUR MUNICIPAL CORPORATION

No.14643

Date: - 16.09.15

Tender Call Notice

Tender Notice for award of contract for providing services of the following manpower for a period of one year w.e.f. the date of Agreement.

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of the following manpower for a period of one year w.e.f. the date of Agreement through a suitable placement agency on contract basis.

Sl.No.	Type of Manpower	No. of Manpower required at present subject to modification
1	Amin (Male)	2
2	Mali (Male)	3
3	Security Guard (Male)	3
4	Night Watcher(Male)	2
	Total	10

The detailed information for outsourcing the services of the aforesaid posts are given in the Tender Document which may either be downloaded from the website www.berhampur.gov.in or obtained in person from the Office of the Municipal Commissioner, Berhampur Municipal Corporation, Berhampur 760002 on any working day between 11 A.M. to 3 P.M. from 19.09.2015 to 05.10.2015. The Tender Documents will be received through Regd. Post/Speed Post only. The last date and time of receipt of Tender documents shall be 07.10.2015 upto 5 P.M. All other details can be seen from the Bidding Document.

Sd/16.09.15
Municipal Commissioner
Berhampur Municipal Corporation

BERHAMPUR MUNICIPAL CORPORATION

No.14643

Date :- 16.09.15

Tender Call Notice

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Sealed tender are invited from reputed manpower agencies/service providers to provide the services of following Manpower for a period of one year w. e. f. the **Date of Agreement through** a suitable placement agency on contract basis.

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3	Security Guard (Male)	3
4	Night Watcher(Male)	2
	Total	10

The detailed information for outsourcing the services of the aforesaid Manpower are given in the Tender Document which may either be downloaded from the website www.berhampur.gov.in or obtained in person from the Office of the Municipal Commissioner, Berhampur Municipal Corporation, Berhampur-760002 on any working day between 11 A.M. to 3 P.M. from 19.09.2015 to 05.10.2015. The Tender Application with Document will be received through Regd. Post/Speed Post only. The last date and time of receipt of Tender Application with Documents shall be 07.10.2015 upto 5 P.M. All other details can be seen from the Bidding Document.

Municipal Commissioner
Berhampur Municipal Corporation
Dt.16.09.15

Memo No. 14644

Copy submitted to the Director, Municipal Administration-cum-Ex-Officio Additional Secretary to Govt. H & U.D. Dept., Govt. of Odisha, for favour of kind information.

Municipal Commissioner
Berhampur Municipal Corporation
Dt.16.09.15

Memo No. 14645

Copy submitted to the Collector, Ganjam, Chatrapur/ILW, Berhampur Municipal Corporation and Chief Engineer, P.H.(Urban), Odisha, Bhubaneswar/S.E. , P.H. Circle, Berhampur/S.E. Southern (R&B) Circle, Berhampur, for favour of kind information with a request to please display a copy of this Notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.

Municipal Commissioner
Berhampur Municipal Corporation
Dt.16.09.15

Memo No. 14646

Copy forwarded to the Steno to Mayor, Berhampur Municipal Corporation/P.A. to Municipal Commissioner/City Engineer/Steno to E.E. Berhampur Municipal Corporation for information and necessary action

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 14647

Dt.16.09.15

Copy forwarded to the E.E., P.H. Division, Berhampur/E.E. Ganjam (R&B) Division-I/II, Berhampur/E.E., Berhampur irrigation Division, Berhampur, for information with a request to please display a copy of this notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 14648

Dt.16.09.15

Copy forwarded to HA(G)/Dealing Assistant, General Est. Section/Deposit Clerk/Accountant/Cashier/Dak Receipt Clerk, Berhampur Municipal Corporation, for information and necessary action.

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 14649

Dt.16.09.15

Copy to Office Notice Board/Spare copies to the concerned files for reference and record and information of all concerned.

Municipal Commissioner
Berhampur Municipal Corporation

BERHAMPUR MUNICIPAL CORPORATION

TENDER DOCUMENT

**For providing services of Amin, Security Guard, Night Watcher and
Mali to Berhampur Municipal Corporation by a
Registered Manpower Service Provider**

- (a) Period of issue of Tender Document : From 11.00 Hrs of Dt. 19.09.2015 to 15.00 Hrs to Dt. 05.10.2015
- (b) Last Date and time for receipt of Tender Document : 17.00 Hrs of Dt. 07.10.2015
- (c) Date and time for opening of bid :
- (i) Technical Bids : 11.30 Hrs of Dt 08.10.2015
- (ii) Financial Bids of eligible Bidders : 16.00 Hrs of Dt. 13.10.2015
- (d) Likely date for commencement of Deployment of required manpower : Shall be notified latter

CONTENTS OF TENDER DOCUMENT

SI No.	Description of contents	Page No.
1	Scope of work and general instructions for service bidders	
2	Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider	
3	Tender Application-Technical Bid	
4	Tender Application-Financial Bid	
5	Terms and Conditions	
6	Chronological order of arrangement of documents	

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Berhampur Municipal Corporation, Berhampur – 760002 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of the following Manpower on contract basis.

Sl.No.	Type of Manpower	No. of Manpower required at present subject to modification
1	Amin (Male)	2
2	Mali (Male)	3
3	Security Guard (Male)	3
4	Night Watcher(Male)	2
	Total	10

2. The contract for providing the aforesaid manpower is likely to commence from the date of agreement and would continue till complete of one year from the date of agreement. The period of the contract may be extended one year provided the requirement of manpower persists at that time or can be curtailed / terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the office's requirements. The Berhampur Municipal Corporation, however, reserves right to terminate this initial contract at any time after giving one Week's notice to the selected Service Provider.
3. This Office is in tentative requirement of the following at present .

Sl.No.	Type of Manpower	No. of Manpower required at present subject to modification
1	Amin (Male)	2
2	Mali (Male)	3
3	Security Guard (Male)	3
4	Night Watcher(Male)	2
	Total	10

The requirements may increase / decrease.

4. The estimated cost of the contract is Rs. 9,00,000/- .
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) Rs.9000/- and other requisite documents by 07.10.2015 upto 5.00 PM to the Municipal Commissioner, Berhampur Municipal Corporation, Berhampur – 760002 **through Regd. Post / Speed Post Only.** The authority shall not be held responsible for any postal delay.
6. The authority reserves the right to reject any or all the Tenders / Bids and approve/ accept any tender / bid without assigning any reason thereof.

7. The various important dates relating to “ **Tender for Providing Manpower Services to the Municipal Commissioner, Berhampur Municipal Corporation, Berhampur – 760002.**” are cited as under :

- (a) Period of issue of Tender Document : From 11.00 Hrs of Dt. 19.09.2015 to 15.00 Hrs. of Dt. 05.10.2015
- (b) Date and time for receipt of Tender : 17.00 Hrs of Dt.07.10.2015
Document through Regd. Post/
Speed Post
- (c) Date and time for opening of bid :
- (i) Technical Bids : 11.30 Hrs. of Dt. 08.10.2015
- (ii) Financial Bids of eligible Bidders : 16.00 Hrs. of Dt. 13.10.2015
- (d) Likely date for commencement of deployment of required manpower: Shall be notified later.

8. 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 super scribing “**Technical Bid for Providing Manpower Services to BeMC**” and “**Financial Bid for Providing Manpower Services to BeMC**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to BeMC**”.

9. The Earnest Money Deposit (EMD) of Rs.9000/- (**Rupees Nine Thousand only**), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of the Municipal Commissioner, Berhampur Municipal Corporation **failing which the tender shall be rejected** summarily.

10. The successful tenderer will have to deposit a Performance Security Deposit of Rs. **90,000/- (Rupees Ninety Thousand Only)** in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Municipal Commissioner, Berhampur Municipal Corporation** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

- (a) Registration Certificate of the applicant Organization;
- (b) Copy of PAN /GIR card;
- (c) Copy of the IT return filed for the last three financial years;
- (d) Copies of EPF and ESI Registration Certificates;
- (e) Copy of the Service Tax registration Certificate;
- (f) Certified extracts of the Bank Account containing transactions during last three years.

11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date and time at 11.30 Hrs. on 08.10.2015 (date), in the office room of Municipal Commissioner, Berhampur Municipal Corporation, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 16.00 Hrs. on 13.10.2015 in the office room of Municipal Commissioner, Berhampur Municipal Corporation, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the Berhampur Municipal Corporation reserves the right to annual all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should fulfill the following Technical Specifications:
 - (a) The registered office or one of the branch office of the Manpower Service Provider should be located within the Jurisdiction of the user Organisation / Office.
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least **two /three year's** experience in providing Manpower to Government Departments, Public Sector Companies / Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Organisation) that may be required for providing Manpower Services.
 - (h) Minimum turn-over requirement. (To be assessed by the Organisation/Office keeping in view the present contract)
 - (i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
BERHAMPUR MUNICIPAL CORPORATION, BERHAMPUR**

Category	Age as on 01.09.2015	Eligibility/ Qualification
Amin (Male)	18-40	+2(Any Discipline) with Amin Training
Mali (Male)	18-40	8 th Class Pass or above
Security Guard (Male)	18-40	8 th class pass with reading and writing skill of English & Oriya Height – 170 cm or above
Night Watcher(Male)	18-40	8 th class pass with reading and writing skill of English & Oriya Height – 170 cm or above

APPLICATION – TECHNICAL BID

For Providing Manpower Services to Berhampur Municipal Corporation.

1. Name of Tendering Manpower Service Provider : _____
2. Details of Earnest Money Deposit : DD No. _____ date _____
_____ Of Rs. _____ drawn on Bank _____
3. Name of Proprietor / Partner/ Director :

4. Full Address of Registered Office :

Telephone No : _____
FAX No. : _____
E-Mail Address : _____
5. Full address of Operating / Branch Office :

Telephone No. : _____
FAX No. : _____
E- Mail Address : _____
6. Name & Telephone No. of _____
Authorized Officer /Person
to liaise with Field Office (s)

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

Telephone Number of Banker :

8. Pan / GIR No. :
(Attached 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. Lacs)	Remarks, if any
2011-12		
2012-13		
2013-14		

13. Additional information, if any :

(Attach separate sheet if space provided is insufficient)

14. Give details of the Major similar contacts 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) :

Sl. No.	Name of Client, Address, Telephone & Fax No.	Manpower Services Provided		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of Manpower Provided	No.		From	To

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

Signature of Authorized Person

Name :

Seal :

Date :

Place :

DECLARATION

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

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

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

Signature of Authorized Person

Full Name :

Seal :

Date :

Place:

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to Berhampur Municipal Corporation.

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

SL. NO.	Manpower Type	Monthly Rate Per Person						
		Take Home Remuneration	E.P.F	E.S.I	Other statutory dues if any	Service Charges	Service Tax	OTAL Per Person
1	Amin							
2	Security Guard							
3	Night Watcher							
4	Mali							

Signature of Authorized Person

Full Name :

Seal :

Date :

Place:

Notes :

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the Contract.
2. 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.

TERMS & CONDITIONS (GENERAL)

1. The Agreement shall commence from _____ (date) and shall continue till _____ (date) unless it is curtailed or terminated by the Authority owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire after one year from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign. Pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Berhampur Municipal Corporation, at present, has tentative requirement of the following on urgent basis.

Sl.No.	Type of Manpower	No. of Manpower required at present subject to modification
1	Amin (Male)	2
2	Mali (Male)	3
3	Security Guard (Male)	3
4	Night Watcher(Male)	2
	Total	10

The requirement of Manpower of Berhampur Municipal Corporation may further increase or decrease, during the period of initial contract also and the tender 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 Authority while submitting the tender 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 breach of terms of Agreement making it liable for action termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for the work, time specified by Municipal Commissioner or such other Officer as may have been kept in charge of the Office Establishment of the Berhampur Municipal Corporation and may also required to work beyond the scheduled time period for which he would not be paid any extra remuneration.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal service of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of Manpower Service deployed in the Berhampur Municipal Corporation shall be that of the Manpower Service Provider and

the Berhampur Municipal Corporation 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 Berhampur Municipal Corporation.

11. For all intents and purpose, 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 Berhampur Municipal Corporation.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Berhampur Municipal Corporation shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons 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 Department or Office concerned and an Authorized representative of the Manpower Service Provider.

13. The Berhampur Municipal Corporation shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office 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.

17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act,1970 if any, at his own part and cost.*

18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his /her own personal reasons. The payment in respect of the overlapping period of the substitute be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The Persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Berhampur Municipal Corporation. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. 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.

22. 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 Berhampur Municipal Corporation. The Department or office concerned shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Berhampur Municipal Corporation to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Berhampur Municipal Corporation or any other authority under law.

25. 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 Berhampur Municipal Corporation.

***Note:- Registration/ License under the Contract Labour (Regulation and Abolition) Act,1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Berhampur Municipal Corporation 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.

27. 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 Berhampur Municipal Corporation 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 Berhampur Municipal Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest of (Rupees,1% of the contract value) in the form of Demand Draft / Pay Order drawn in favour of Municipal Commissioner, Berhampur Municipal Corporation **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 if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

30. The successful tenderer will have to deposit amount Rs. _____(one month employees cost including statutory dues) in the form of Fixed Deposit Receipt(FDR) made in the

name of agency but hypothecated to the Municipal Commissioner, Berhampur Municipal Corporation, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to accordingly renewed by the successful tenderer.

31. The successful tenderer will have to deposit a Performance Security Deposit of Rs.90,000/-(Rupees Ninety thousand only) in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to accordingly renewed by the success tenderers. The amount of performance security deposit is to be determined the Authority taking into account the contractual obligation of the Manpower Service Provider.

32. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to the forfeited besides annulments of the Agreement.

33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Berhampur Municipal Corporation in respect of the persons deployed and submitted the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessary 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 Berhampur Municipal Corporation.

35. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

37. In the event of any dispute arising in respect of the clauses of the agreement same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority of controlling officer for his decision and the same shall be binding on all parties.

38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

39. The successful bidder will enter into an agreement with Berhampur Municipal Corporation for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application-Technical Bid.
2. Attested copy of registration of Agency
3. Certified copy of the statement of Bank Account of agency for last three Years.
4. Attested copy of PAN/GIR Card:
5. Attested Copy of the latest IT Return filed by Agency.
6. Attested Copy of Service Tax Registration Certificate.
7. Attested Copy of the P.F Registration Letter /Certificate.
8. Attested Copy of the E.S.I Registration Letter/Certificate:
9. Certified Documents in the support of the Financial Turnover of the Agency;
10. Certified Documents in support of entries in Column 13 of Technical Bid application:
- 11. Copy of the terms and conditions at pages.....in tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

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

1. List of Manpower Shortlisted by agency for deployment in Berhampur Municipal Corporation containing full details i.e. date of Birth, Marital Status, address, Educational Qualification etc.
2. Bio-Data of all persons.
3. Any other document considered relevant.

AGREEMENT

This agreement is made on this _____ day of

____Between the Governor of Orissa represented by Municipal Commissioner, Berhampur Municipal Corporation here-in –after referred to as the “Authority” which expression shall, where the context so requires or admits, also includes its successors or assignees of the one Part;

And

M/S _____ represented

By Sri _____ 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. Where as the “Authority” desires that the service of “Security Guard, Night Watcher and Mali“ are required in the office of the Berhampur Municipal Corporation and where as the “Manpower Service Provider” has offered its willingness to the same in conformity with the Provisions of the agreement: And where as 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" hereby agrees with the "Authority" to provide personnel to be engaged as "_" in the (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid upto_____.

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

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

**Signature of the Authority
An officer acting in the premises
for and on behalf of the
Berhampur Municipal Corporation**

In the presence of witness:-

Witness

1.Name:.....

Address:.....

2.Name:.....

Address:.....

Witness

1.Name:.....

Address:.....

2.Name:.....

Address:.....

ANNEXURE
TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _ (date) and shall continue till _ (date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after One year from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for the work, time specified by Municipal Commissioner or such other Officer as may have been kept in charge of the Office Establishment of the Berhampur Municipal Corporation and may also required to work beyond the scheduled time period 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, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Berhampur Municipal Corporation shall be that of the Manpower Service Provider and the Berhampur Municipal Corporation 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 Berhampur Municipal Corporation.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Berhampur Municipal Corporation.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 Berhampur Municipal Corporation and an Authorized representative of the Manpower Service Provider.

13. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office 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.

17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/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.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Berhampur Municipal Corporation. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

21. 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.

22. 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 Berhampur Municipal Corporation. The Berhampur Municipal Corporation shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Berhampur Municipal Corporation to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Berhampur Municipal Corporation.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Berhampur Municipal Corporation or any other authority under Law.

25. 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 Berhampur Municipal Corporation.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Berhampur Municipal Corporation is put to any loss / obligation, monetary or otherwise, the

Berhampur Municipal Corporation 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.

27. 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 Berhampur Municipal Corporation 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 Berhampur Municipal Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly Verified by the Berhampur Municipal Corporation 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.

30. 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 Berhampur Municipal Corporation.

31. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the

Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

32. 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.

33. 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.

34. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

Municipal Commissioner
Berhampur Municipal Corporation