

**OFFICE OF THE
MUNICIPALITY, BASUDEVPUR
BHADRAK, PIN-756125
Tel.No.06784-271252
E-mail: basudevpurn.hud@nic.in**

No. 2546

Date: 29.08.24

Tender Notice for award of contract for providing of services of different categories of Man powers (Unskilled, Semi Skilled, Skilled & Highly Skilled) to Basudevpur Municipality for a period of two years w.e. f. 01.10.2024 to 30.09.2026.

Sealed tenders are invited from registered/reputed manpower agencies/service providers to provide the services of **different categories of Man powers (Unskilled, Semi Skilled, Skilled & Highly Skilled)** for a period of almost two years w. e. f. **01.10.2024 to 30.9.2026** subject to renewal, on assessment of performance, through a suitable placement agency on contract basis for day to day official work of Basudevpur Municipality. The detailed information for outsourcing the service of aforesaid categories of man powers has been given in the Tender Document which may either be downloaded from the website of Basudevpur Municipality www.basudevpurmunicipality.in / District Website : <https://bhadrak.odisha.gov.in/> or obtained in person from the Basudevpur Municipality on any working day between **11 A.M. to 4 P.M** from **02.09.24 to 11.09.24**. The last date and time for submission of Tender document is **13.09.24 by 11.00 AM**.

The authority reserves every right to reject any or all the Tender at any stage without assigning any reason thereof.


Executive Officer
Basudevpur Municipality

Memo No. 2547 Date 29.08.24

Copy submitted to the Collector and District Magistrate, Bhadrak, /PD DUDA, Bhadrak for favour of kind information & necessary action.


Executive Officer
Basudevpur Municipality

Memo No. 2548 Date 29.08.24

Copy submitted to the Executive Engineer- cum -ILW, PH Division, Balasore/ Executive Engineer, (R & B) Division, Bhadrak /Tahasildar, Basudevpur/ B.D.O. ,Basudevpur for information. They are requested to display the notice in their office notice board for wide publication.


Executive Officer
Basudevpur Municipality

Memo No. 2549 Date 29.08.24

Copy to the Municipal Engineer, Basudevpur Municipality /Sub-Treasury Officer, Basudevpur / Junior Engineer , Basudevpur Municipality / Accountant Basudevpur Municipality for information & necessary action .


Executive Officer
Basudevpur Municipality

Memo No. 2550 / Date 29.08.24

Copy along with tender document submitted to the DeGM, Bhadrak for information & requested to upload the document for display & downloading from 11.00 AM of 02.09.24 to 4.00 PM of 11.09.24 .


Executive Officer
Basudevpur Municipality

Memo No. 2551 Date 29.08.24

Copy to MIS, Basudevpur Municipality with a direction to upload the tender document in the official web site of Basudevpur Municipality www.basudevpurmunicipality.in for display & downloading from 11.00 AM of 02.09.24 to 4.00 PM of 11.09.24.


Executive Officer
Basudevpur Municipality

Memo No. 2552 Date 29.08.24

Copy to Office Notice Board for wide Publication.


Executive Officer
Basudevpur Municipality

Memo No. 2553 / Date 29.08.24

Copy submitted to the Director, Information & Public Relation Department, Govt of Odisha, Bhubaneswar for publication of the above tender notice in 2 (Two) odia local daily newspapers for one day publication on or before **01.09.2024**.


Executive Officer
Basudevpur Municipality

OFFICE OF THE
MUNICIPALITY, BASUDEVPUR
BHADRAK, PIN-756125
Tel.No.06784-271252
E-mail: basudevturn.hud@nic.in

TENDER DOCUMENT

For providing Services of different categories of Man powers (Unskilled, Semi Skilled, Skilled & Highly Skilled) to Basudevturn Municipality by a Private Manpower Service Provider

- (a) Period of issue of Tender Document : Can be purchased in person from the Municipal Office on any working day between **11 A.M. to 4 P.M** from **02.09.24 to 11.09.24** against the prescribed bid document cost. It can also be downloaded from the website of Basudevturn Municipality www.basudevturnmunicipality.in from **11.00 AM of 02.09.24 up to 4.00 PM of 11.09. 24.**
- (b) Date and time for submission of Tender : **On or before 13.09.24 by 11.00 AM** through Registered Document Speed post only
- (c) Date and time for opening of
(i) Technical Bids : **At 03.00 PM of 13.09.24**
(ii) Technical presentation on work plan : **By technically qualified bidders at 11 am of 14.09.24 .**
(ii) Financial Bids of eligible Bidders : **Shall be intimated after evaluation of T-Bid .**
- (d) Likely date for commencement of deployment of required manpower : **01.10. 24 or as may be decided by the authority**

BASUDEVPUR MUNICIPALITY

TENDER PAPER

(TECHNICAL BID)

FOR

**CLEANING AND SANITATION WORK
& MANPOWER SERVICES TO
BASUDEVPUR, MUNICIPALITY**

FROM

WARD NO -01 TO 23

2024-25

MUNICIPALITY, BASUDEVPUR : BASUDEVPUR

A. Detailed Tender Call Notice

Name of the work	: Cleaning and Sanitation work from Ward No.01 to 23 , man power service as per the requirement of Basudevpur Municipality.
E.M.D	: Rs, 4,00,000.00
AGENCY	: As per eligibility criteria
Period of contract	: 2 (Two Years)
Cost of Bid document	: Rs. 10000.00
Available of Bid document	: In o/o the E.O. Municipality ,Basudevpur (11 AM to 4 PM from 02.09.24 to 11.09.24.)
Last Date of receipt of filled up bid document	: Up to 11 AM of 13.09.2024
Date of Opening of Technical Bid	: 3.00 PM on 13.09.2024
Date of Opening of Financial Bid	: Will be Communicate by undersigned after evaluation of Technical Bid .

(B) Submission & Opening of tender.

The Tenders shall be prepared and submitted in sealed envelopes clearly indicating on the covers (1.Technical bid should contain all relevant documents/papers of tender including tender paper cost of EM.D. as per eligibility criteria of Tender bid) & (2.Financial Bid) The cover shall be super scribed "Tender for the work "Providing of manpower services & cleaning to Basudevpur Municipality" and addressed to the Executive Officer, Basudevpur, Municipality The envelope containing the technical bid and financial bid should also super scribed accordingly. The full name, postal address, e-mail address and telephone number / cell number of the tenders shall be written on the bottom left corner of the sealed envelope. The financial bid of those will be opened who will qualify in the technical bid.

Executive Officer
Municipality Basudevpur

SCOPE OF WORK

A.(1) Sweeping & Door to door Collection:

(A) Sweeping of all the roads, lanes, by lanes of entire ward is to be made daily; domestic refuses shall have to be collected daily from all households, shops, kiosks and vending zones. The MSW generated from road sweeping and door to door collection is /are to be accumulated in the dustbins/garbage bins placed on the road side and temporary collection points identified by Basudevpur Municipality, from which daily lifting is to be made to the temporary transfer stations identified by Basudevpur, Municipality, as per the scope of work mentioned in item-3.

(B) Night Cleaning should be made in the marketable area & Bus stand area as when required which is a mandatory condition in the sanitation work.

(2) Cutting of bushes & cleaning of drains:

The bushes & shrubs from roadside berms and conservancy lanes are to be cleaned by the agency, the road side drains are also to be cleaned i.e removal of polythene, paper, foreign material and other floating materials to avoid chocking of the drains and the MSW generated are to be accumulated in the dustbins/garbage bins placed on the road side and temporary collection points identified by Basudevpur Municipality from which daily lifting is to be made to the temporary transfer stations identified by Basudevpur Municipality as per the scope of work mentioned in item.

(3) Collection & Transportation of Solid Wastes:

The Municipality solid wastes which is generated from various sources and accumulated as mentioned in Item-1 and Item-2 above is required to be collected and lifted from different collection points/dustbins of that particular ward/lanes and transported to the designated place/temporary transfer station as decided by the Basudevpur Municipality. The collection points are to be disinfected by spreading of disinfectants like bleaching powder etc. which will be supplied by Basudevpur, Municipality as per direction of the Officer-in-Charge. Of Basudevpur, Municipality

The Municipality Solid Waste includes the following.

1. Garbage arising from street sweeping, cleaning of drains and door to door Collection .
2. Domestic refuses.
3. Garbage from roadside dustbins.
4. Garbage accumulated at temporary collection points identified by Basudevpur, Municipality.
5. Garbage generated from bush and grass cutting from road side beams and conservancy lanes.

- (4) 100% door to door collection wherein dry and wet waste are to be collected separately .
- (5) The collected wastes have to be transported separately to the existing dumping grounds.
- (6) Commercial areas are to be swept two times a day.
- (7) Sweeping and door to door collection should be done uninterrupted on holidays and festival days.
- (8) Other service to be provided like manpower supply of skilled workers like Driver, DEO, Amin, Electrician & others as per the requirement of Basudevpur, Municipality.

Executive officer
Municipality Basudevpur

GENERAL INSTRUCTIONS FOR BIDDERS

1. The Executive Officer, Basudevpur 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. **01.10.24** and would continue till **dt.30.09.26** .The period of contract may be further extended beyond **dt.30.09.26** provided the requirement of the Basudevpur Municipality for manpower persists at that time & the SPA performing its duties satisfactorily or may be curtailed/ terminated before **dt.30.09.26** 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 Month's** 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.
 - i. Un-Skilled = 105 No's
 - ii. Semi-Skilled = 0 No's
 - iii. Skilled = 25 No's
 - iv. Highly Skilled = 3 No's

The manpower under the above categories consists of Watchman, Mali, Sweepers, Coolie, Drain gang, Amin, Driver for light/heavy vehicles, Driver for heavy construction equipment, plumber, helper, Electrician, Data Entry Operator, Work Sarkar, peon, Attendant, Jamadar etc. The selected agency shall provide manpower having requisite qualification and experience for the post required as per the Govt. guideline, as and when required by the Basudevpur Municipality.
4. The estimated cost of the contract is **Rs.4.5 crores** approximately.
5. The bid documents can be purchased from the Municipal office against a non-refundable fee of **Rs.10,000.00** in shape of demand draft issued from any Nationalized / scheduled Bank payable at Basudevpur in favour of the Executive Officer, Basudevpur Municipality. The bid document can also be downloaded from the official website of Basudevpur Municipality www.basudevpurmunicipality.in & District Website : <https://bhadrak.odisha.gov.in/> from **11.00 AM of 02.09.24 to 4.00 PM of 11.09.24**.The bid documents downloaded from the website should accompany the afore said bid document cost Bid without the requisite bid document cost shall be treated as non-responsive and rejected.

6. Any Addendum/Corrigendum to the tender call notice shall be published in the Municipality website only. Hence the perspective bidders are requested to check the website from time to time for any such information on Addendum/Corrigendum.
7. The interested Manpower Service Providers shall submit the tender document complete in all respect along with **Bid Security Declaration in lieu of Earnest Money Deposit (EMD)** & other requisite documents by **11.09.24 up to 11.00 AM through Registered post/speed post only** addressed to the Executive Officer, Basudevpur Municipality. Basudevpur Municipality will not be responsible for any postal delay. The tenders sent through any other means such as through private courier service or hand delivery shall not be accepted. Bids received after due date /time shall be summarily rejected.
8. The various crucial dates relating to **“Tender for Providing Manpower Services to the Basudevpur Municipality”** are cited as under:

- (a) Period of issue of Tender Document : Can be purchased in person from the Municipal Office on any working day between 11 A.M. to 4 P.M from **02.09.24 to 11.09.24** against the prescribed bid document cost. It can also be downloaded from the website of Basudevpur Municipality www.basudevpurmunicipality.in from **11.00 AM of 02.9.24 up to 4.00 PM of 11.9.24** .
- (b) Date and time for submission of Tender Document : **On or before 13.9.24** by 11.00 AM through Registered / Speed post only
- (c) Date and time for opening of
- (i) Technical Bids : **At 03.00 PM of 13.9.24**
- (ii) Technical presentation on work plan : **By technically qualified bidders at 11 am of 14.09.24 .**
- (iii) Financial Bids of eligible Bidders : **Shall be intimated after evaluation of T-bid .**
- (d) Likely date for commencement of deployment of required manpower : **01.10.24 or as may be decided by the authority**

9. 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 Basudevpur Municipality”** and **“Financial Bid for Providing Manpower Services to Basudevpur Municipality”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Basudevpur Municipality”**
10. The **Bid Security Declaration** in the prescribed format in lieu of Earnest Money Deposit (EMD) should be necessarily accompanied with the Technical Bid **failing which the tender shall be rejected summarily.**
11. The tendering Manpower Service providers are required to enclose photocopies of the following self attested documents, along with the Technical Bid **failing which their bids shall be summarily/out rightly rejected and will not be considered any further.**
- (a) Application-Technical Bid.
 - (b) Tender paper cost Rs.10,000.00 Case/ DD/BC/ from any scheduled/National Bank ,To the Executive officer, Basudevpur, Municipality & money receipt obtain from office.
 - (c) EMD OF Rs.4,00,000.00 is to be deposited in shape of DD/BC , in favor of Executive officer, Basudevpur ,Municipality
 - (d) Registration Certificate of Agency
 - (e) PAN Card of the Agency
 - (f) GST registration Certificate
 - (g) Valid labor license under contract labor (Strength Minimum 500 labours) under Regulation and Abolition) Act 1970
 - (h) EPF registration certificate & payment confirmation slip & ECR, Challan copy of the min 100 persons in last three months.
 - (i) ESI registration Certificate & payment confirmation slip& contribution Sheet of the min,100 persons in Last three months.
 - (j) Copies of the income /Expenditure along with Balance sheet for 3 (three) years i.e. 2020- 21,21-22 & 22-23 duly certified by the chartered Accountant.(Average Annual Turnover should be 3 corers or more .
 - (k) Copies of Last 3(Three) years , IT ,Return copy.

- (l) The agency should have minimum period of 2 years Cleaning & Sanitation and Manpower supply experience in any ULB or PSU, Pvt. Etc, with copies of the orders/agreement /experience certificate executed by them.
- (m) Each page of the tender documents are to be signed by the tender
- (n) The agency should must be submitted An Affidavit to the effect that they have not been Debarred /Terminate /black listed earlier before participating in the tender at Basudevpur , Municipality. by any Govt, Organization at any District in Odisha and Govt of India or Union Territory with technical bid.
- (o) The Agency should must be submitted the authenticate document as, Article of memorandum /Deed/By-Law and Memorandum of the Agency
- (p) Annual average turnover statement to be furnished in the letter head of the chartered account as per Annexure-I
- (q) Details of the Bank account of the agency (Name of the Bank, Branch, Account and Type of account) photo copy Must be submitted.
- (r) The tender Documents are two part bidding system i.e. **Technical Bid Financial Bid**. The interested agencies are advice to Submit two separate sealed envelopes for each bid i.e Technical and Financial superscription (**Technical Bid for Providing Manpower services and cleaning services” to Basudevpur, Municipality, Basudevpur & Financial-Bid for manpower Service and cleaning service to Basudevpur, Municipality)**
Both the Selected envelopes should be kept in third sealed envelope subscribing “Tender for Cleaning and Manpower service At Basudevpur Municipality, Basudevpur .
- (s) Preference will be given to NGO/TRUST and Society .
- (t) The sealed cover marked as “Technical Bid” containing photocopies of the following document in support of Eligibility (duly self-attested) along with Technical Bid failing which their bid will not be considered further.
- (u) An Affidavit Should be Submitted by the Agency to effect that, to provide the extra vehicles as per Financial Bid for as when required by Basudevpur , Municipality, to carry out the work smoothly.
- (v) Copy of ISO 9001: 20015 Certificate.
- (w) Power of Attorney to authorization person to signing of tender document.
- (x) The bidders should have a Regd. office or Branch office at users Jurisdiction District ,in this effect a documentary evidence , Rent Agreement or photo copy of Patta in name of the Agency (In case of Own Building) should be submitted in Technical Bid
12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

14. In the first phase the Technical proposals shall be evaluated on the basis of bidders fulfillment of **minimum eligibility criteria** as mentioned in Para.12. Only those bidders whose Technical Proposals becomes responsive based on the minimum eligibility criteria, shall qualify for further detail technical evaluation for presentation and awards of marks based on the following criteria:

SI No.	Evaluation Parameters	Total Mark	Criteria for award of Mark
1.	Working Experience		
1.1	Experience of managing man power services in State Govt / Govt of India institutions / Govt of Odisha Undertaking institutions/PSUs etc.(To be counted from the date of initial registration of the Agency)	25	<ul style="list-style-type: none"> • > 5 years ≤ 10 years : 10 marks • >10years ≤ 20years : 20 marks • >20 years : 25 marks
1.2	Experience of managing man power services in sanitation works of the ULBs in the State of Odisha	10	<ul style="list-style-type: none"> • > 5 years ≤ 10 years : 8 marks • > 10 years : 10 marks
2	Average Turn Over for Last 3 Financial year (2020-21, 2021-22, 2022-23)	20	<ul style="list-style-type: none"> • > 1 crores ≤ 5 crores: 15 marks • > 5 crores ≤ 10 crores:17 marks • > 10 crores above : 20 marks
3.	Quality Related Matrix		
3.1	ISO 9001 : 2015	5	Yes- 5 marks
3.2	ISO 14001 : 2015	5	Yes- 5 marks
3.3	ISO 45001:2018	5	Yes- 5 marks
4	Satisfactory work Performance Certificates from previous assignments	10	<ul style="list-style-type: none"> • ≤ 2 years: 5 marks • >2 years ≤ 3 years : 7 marks • > 3 years : 10 marks
5	Average No of man power engaged exclusively in sanitation activities in last three years (2020-21,21-22 & 22-23)	15	<ul style="list-style-type: none"> • 200-300 persons : 11 marks • 300-500 persons : 13 marks • Above 500 persons : 15 marks
6	Work Plan presentation	5	<ul style="list-style-type: none"> • Presentation of the work plan through PPT not more than 15-20 minutes • Total Marks : 5 marks
	TOTAL	100	

Financial proposal shall be opened after the Technical Evaluation is completed and only those bidders who score **at least 60 marks** in Technical Evaluation shall qualify for **financial bid opening**.

15. The Technical bids shall be opened on the scheduled date and time at **03.00 PM on 13.9.24**, in the office of the Executive Officer, Basudevpur 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. If the office happens to be closed on the last date of receipt or opening of the bids as specified, then the bids will be received / opened on the next working day at the same time and venue unless otherwise notified.
16. The bidders whose Technical bids are found in order and qualified in the Technical Evaluation as per Para -16 above in the office of the Executive Officer, Basudevpur 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 shall be informed about the firm date & time with respect to opening of financial bid.
17. **The total price as in column -8 & 9 (exclusive of GST if any) as per the Financial Bid format shall be considered for price evaluation. In the financial bid, the bidder with the lowest price shall be awarded the contract .However, in case two bidders quote the same lowest price, then the agency with the highest mark in the technical bid shall be awarded the contract. However, if their technical marks also become equal, then in that case, the bidder having higher annual average turnover shall be awarded the contract. The decision of the tender committee on any dispute regarding the interpretation of total price will be final and binding on all.**
18. The bid shall be valid for a period of **180 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.
19. To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification on their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
20. The bidder having the lowest price (L1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the L1 bidder is disqualified after selection for any reason, then negotiations will be made with the L2 bidder for award of the contract at L1 price. However, the decision of the authority shall be final during the overall selection process.
21. The interested bidders may visit the Basudevpur 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
22. The Competent Authority of Basudevpur Municipality reserves the right to accept or reject any bid and to annul the bid process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.

TECHNICAL BID
COVERING LETTER
(On Bidder's Letter head)

To

The Executive Officer
Basudevpur Municipality

Sub: Tender for Outsourcing of Manpower to Basudevpur Municipality

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for manpower (Highly skilled, Skilled, Semi-Skilled & Unskilled) 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 our proposal. Our proposal will be valid for acceptance up to 180 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 violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Thanking You.

Yours faithfully

Authorised Signatory
With date and Seal

Name and Designation: _____

Address of the Bidder: _____

APPLICATION - TECHNICAL BID
For Providing Manpower Services to Basudevpur Municipality

1.	Name of Tendering Manpower Service Provider	
2.	Details of Bid document cost (DD No / Pay order No/ date / amount / drawing Bank etc)	
3.	Name of Proprietor /Partner/ Director	
4.	Full Address of Registered Office	
	(i) Telephone No/Mobile No	
	(ii) E-Mail Address	
5.	Full address of Operating/ Branch Office	
	(i) Telephone No/Mobile No	
	(ii) E-Mail Address	
6.	Name & telephone Number / Mobile 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)	
8.	PAN No(Attach attested copy)	
9.	GST Registration No. (Attach attested copy)	
10.	E.P.F. Registration No. (Attach attested copy)	
11.	E.S.I. Registration No. (Attach attested copy)	
12.	Acceptance to all the terms and conditions of the tender (Yes/No)	
13.	Power of Attorney/authorisation letter for signing the of the bid documents	
14.	Submission of undertaking towards no criminal case is pending with the police at the time of submission of bid.	
15.	Undertaking in stamp paper to the effect that the agency had not abandoned any work, not debarred /not black listed by any organization (Annexure-B)	
16.	Undertaking regarding Disbursement of Wages/Salary to the staffs before being reimbursed by the Municipality (Annexure-C)	
17.	Copy of ISO 9001:2015 certificate in favour of the agency	
18.	Affidavit in original regarding submission of authentic documents	

Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years (2020-21, 2021-22, 2022-23)

Financial Year	Amount (Rs. Lacs)	Remarks, if any

20 Annual average number of man power engaged in last three years ((2020-21, 21-22 & 22-23)

Financial Year	No of Manpower engaged	Remarks, if any

21 Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (Attach attested copies work order/contract agreement etc) (If the space provided is insufficient, a separate sheet may be attached)

Sl. No	Name of client address, telephone no & e-mail Id etc	Manpower services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To
1						
2						
3						
4						
5						
6						
8						

22 Additional information, if any (Attach separate sheet if space provided is insufficient)

Signature of authorized person
Name:
Seal:

Date:
Place:

DECLARATION ON BIDDERS LETTERHEAD

ANNEXURE-A

1. I, _____ Son / Daughter / spouse of Shri / Smt. _____ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I/We am/are technically as well as financially sound enough to deliver the services to Basudevpur Municipality within the prescribed period.
3. I/We have gathered full information on the nature /category of manpower required for Basudevpur Municipality and am/are competent enough to deliver the services as and when requisitioned by the Basudevpur Municipality;
4. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
5. 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 laws.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

AFFIDAVIT

**UNDERTAKING REGARDING DEBARRING EXPELLING OR BLACK LISTED
OF WORK BY THE TENDER**

(On the stamp paper of appropriate value in shape of affidavit from the Notary)

I, M/s,------(The name of the Agency with address of the Registered Office) hereby certify and confirm that, We or any of our Promoter(s)/Director(s) are not barred /Terminate/Blacklisted by any Department of Govt, of Odisha /or any other entity of GoO by any state Govt. or Central Govt. /Department /Organisation in India from participating as on the -----(Date of signing of this proposal)

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

Dated this _____ Day of _____ 2024.

Name and Designation of the Signatory:

Name of the Bidder and Address:

(Organization Seal)

UNDERTAKING

(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 Basudevpur Municipality.
- Basudevpur Municipality will reimburse the payment corresponding to the month latest by the 2nd week of the succeeding month to me/us after being satisfied to the effect that all the deployed persons have been paid based on the documentary proof submitted by me / us
- I/ We shall /will submit the documentary proof regarding staff wise payment details made to all the deployed persons to the Basudevpur Municipality before release of the reimbursement amount 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. pertaining 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 Basudevpur Municipality.
- Any violation of the above stipulations in my / our part will lead to termination of the Agreement.

Yours sincerely,

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

GENERAL TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **01.10.2024** and shall continue till **30.09.2026** 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 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 Basudevpur Municipality.
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.
4. 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.
5. The Manpower Service Provider will be bound by the details furnished by it to the Basudevpur 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving **One Months'** 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, Basudevpur 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 on attending such duty.
9. 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.
10. 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 Basudevpur Municipality.

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 Basudevpur Municipality.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Basudevpur 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 Basudevpur Municipality and an Authorized representative of the Manpower Service Provider.
13. The Basudevpur 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.
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. * (* Note: - Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen)

8. 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. In case of poor performance or indiscipline attitude/activities of any manpower, Basudevpur 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.
20. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any 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 Basudevpur Municipality.
21. 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 Basudevpur Municipality, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between the agency and Basudevpur Municipality.
22. The persons to be deployed by the Manpower Service Provider should be above **18 years of age & not exceeding 60 years** and as well as physically & mentally sound to perform the duties. The upper age limit may be relaxed in suitable cases.
23. 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.
24. 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.
25. The Manpower Service Provider shall indemnify Basudevpur 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.

- 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 Basudevpur 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.
27. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging his duties/ for inspection or otherwise.
 28. 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.
 29. 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. Basudevpur Municipality shall have the 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.
 30. The Manpower Service Provider shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract. Basudevpur Municipality shall in no way be held responsible for any of the accidents.
 31. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
 32. For any failure of implementing the statutory rules and regulations by the Manpower Service Provider, Basudevpur Municipality reserves the right to recover the same from the unpaid bills and security deposit of the Manpower Service Provider.
 33. 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 Basudevpur Municipality, it would be referred to Labour Department for taking legal action against the Manpower Service Provider and without prejudice to the right of Basudevpur Municipality to terminate the contract in such cases.

LEGAL

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 Basudevpur Municipality. Basudevpur Municipality shall have no liability in this regard.
35. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Basudevpur Municipality 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 Basudevpur Municipality.
36. The man Power service provider shall ensure social security compliance in respect of all outsourced employees in accordance with **Letter No.2433/dt.30.04.2022** issued by the Govt of Odisha in Labour & ESI Department wherein it is mandated to issue monthly pay slip to all manpower engaged by the Agency in the prescribed format.
37. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Basudevpur 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 Basudevpur Municipality. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Copy of Aadhaar No, Mobile No, Bank Account, EPF/ESIC Details etc.
38. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of all Acts/Rules including Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Basudevpur Municipality.
39. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Basudevpur Municipality is put to any loss / obligation monetary or otherwise, Basudevpur 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.
40. 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. Basudevpur 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 Basudevpur Municipality by the persons deployed the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

41. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages and any amount due to the service provider will be recovered by forfeiture of EMD/ISD/performance security.

FINANCIAL

42. 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'.
43. Pending submission of/and or decision on a dispute and/or until the arbitral award is published the parties shall continue to perform their respective obligations under this contract agreement which shall be without prejudice to a final adjustment in accordance with such award.
44. All disputes shall be under the jurisdiction of the court located at Basudevpur only.
45. The successful bidder will enter into an agreement with Basudevpur Municipality for supply of suitable and qualified manpower as per requirement on the above terms and conditions.
46. Basudevpur Municipality shall have the right to add or delete any conditions(s) to and from the agreement as and when necessary for smooth management of sanitation work.
47. The transportation of MSW will be done with due care and transporting vehicles shall be covered as per norms specified by the Pollution Control Board.
48. If the agency will not perform the sanitation work to the satisfaction of Basudevpur Municipality authorities in any particular day then the Basudevpur Municipality is at liberty to engage and substitute man power for sweeping, bush cutting, drain cleaning, engage own vehicle, hired vehicles for lifting the pending MSW and may impose penalty up to 5% of agreement value in which the decision of the Executive Officer will be final and binding which shall be recovered from the monthly bill of the agency.
49. The agency shall start the work by 5.30 AM and deployed as many vehicles as required to transfer the solid waste generated from different sources.

Technical Requirement

TECHNICAL REQUIREMENTS FOR THE SERVICE PROVIDER TOWARDS CLEANING ,SANITATION AND SUPPLY OF MANPOWER TO BASUDEVPUR, MUNICIPALITY

The technical bid shall be accompanied with attested photo copy of the following requisite documents failing which the bid shall be rejected out rightly.

A. TECHNICAL BID

01. Tender paper cost, Rs,10000.00 Cash/ DD/BC/ from any scheduled/National Bank ,To the Executive officer, Basudevpur, Municipality & money receipt obtain from office.
02. EMD OF Rs.4,00,000.00 is to be deposited in shape of DD/BC , in favor of Executive officer, Basudevpur ,Municipality
03. Registration Certificate of Agency
04. PAN Card of the Agency
05. GST registration Certificate
06. Valid labor license under contract labor (Strength Minimum 500 labours) under Regulation and Abolition) Act 1970
07. EPF registration certificate & payment confirmation slip & ECR, Challan copy of the min 100 persons in last three months.
08. ESI registration Certificate & payment confirmation slip& contribution Sheet of the min,100 persons in Last three months.
09. Copies of the income /Expenditure along with Balance sheet for 3 (three) years i.e. 2022-23, 2021-22 and 2020- 21 duly certified by the chartered Accountant.(Average Annual Turnover should be 3 corers or more .
10. Copies of Last 3(Three) years , IT ,Return copy.
11. The agency should have minimum period of 2 years Cleaning & Sanitation and Manpower supply experience in any ULB or PSU , Pvt . Etc, with copies of the orders/agreement /experience certificate executed by them.
12. Each page of the tender documents are to be signed by the tenderer.
13. The agency must submit an affidavit to the effect that they have not been Debarred /Terminate /black listed earlier before participating in the tender at Basudevpur , Municipality. by any Govt, Organization at any District in Odisha and Govt of India or Union Territory with technical bid.
14. The Agency must submit the authenticate document as, Article of memorandum /Deed/By-Law and Memorandum of the Agency
15. Annual average turnover statement to be furnished in the letter head of the chartered account as per Annexure-I
16. Details of the Bank account of the agency (Name of the Bank, Branch, Account and Type of account) photo copy Must be submitted.

17. The tender Documents are two part bidding system i.e. **Technical Bid** **Financial Bid**. The interested agencies are advised to Submit two separate sealed envelopes for each bid i.e Technical and Financial superscription (**Technical Bid for Providing Manpower services and cleaning services” to Basudevpur, Municipality, Basudevpur & Financial-Bid for manpower Service and cleaning service to Basudevpur, Municipality)**
Both the selected envelopes should be kept in third sealed envelope subscribing “Tender for Cleaning and Manpower service At Basudevpur Municipality, Basudevpur .
18. Preference will be given to NGO/TRUST and Society .
19. The sealed cover marked as “Technical Bid” containing photocopies of the following document in support of Eligibility (duly self-attested) along with Technical Bid failing which their bid will not be considered further.

B.FINANCIAL BID

1. Fill the Financial Bid as per Annexure-IV and sealed in separate envelope .

C. EVALUATION

The Evaluation meant to consider those bidders who are complying all the eligibility criteria of the tender and the minimum qualifying mark is 60 out of 100 marks. The bidders who will qualify the eligibility criteria and secure 60 and above marks will qualify the technical bid and their financial bid will be opened. If single bidder will get the qualifying mark he also eligible to next bid i.e. financial bid. If the quoted price is more high the Authority reserves the right to negotiate as per financial bid (annexure-IV) shall be considered for price evaluation , However, in case two bidders quote the same lowest price , then the Agency with the highest mark in the technical bid shall be awarded the contract .

Signature of the Bidder.

Executive Officer
Municipality Basudevpur

(To be furnished in the technical bid)
ANNUAL AVERAGE TURN OVER STETMENT

(TO BE FURNISHED IN THE LETTER HEAD OF CHARTED ACCOUNTANT)

The Annual Turnover of M/S _____ for
 The last three financial year are given below and certified that the statement is true and
 correct

Sl No	Financial Year	Turnover ,in (Rs)
1	2020-21	
2	2021-22	
3	2022-23	
Average Annual Turnover		

Date

Signature of C A Firm

Place

Seal with Membership No.& UDIN No.

Notes:-

1. To be issued in the letter head of CA firm with memberxship no.

STANDARD FORMAT OF EVALUTION

Name of the Bidder:-

Address of the Bidder:-

Sl No	Criteria	Maximum Mark	Mark obtained	Remarks
1	<u>Year of Registration</u> a) Between 5 to 10 years : 10 Mark b) Between 10 to 20 years : 20 Mark C) 20 :25 Mark (To be Calculated from the date of incorporation)	25		Attached copy of Registration Certificate
2	<u>Turnover</u> a) Between 1Cr, to 5cr, : 15Mark b) Between 5 Cr to 10 Cr: 17 Mark c) Above 10 Cr: 20 Mark	20		Attached copy audit Balance Sheet and PI Accounts of the last three year 20-21,21-22,22-23
3	<u>Experience Certificate</u> a) Between 5 to 10 years : 5 Mark b) Two years above : 10 Mark	10		Attached Copy of experience in any ULB /Municipality should be submitted
4	ISO 9001:2015	5		Copy submitted by the Agency In Technical -Bid
5	ISO 14001:2015	5		-do-
6	ISO 45001:2018	5		-do-
5	Satisfactory work performance certificates from Previous assignments in Cleaning & Sanitation work only in ULBs a) Completed 2 year :- 05 mark b) completed two years above :- 10 mark	10		Performance certificate submitted by the Agency in Technical -Bid
6	Satisfactory work performance certificates from Previous assignments in Cleaning & Sanitation work other then ULBs a) Completed 3 years :- 02 mark b) Completed 3 years above :- 5 mark	10		Performance certificate submitted by the Agency in Technical -Bid
7	Work plan Presentation	10		Presentation of the work plan through PPT, not more than 15-20 minutes, The bidders are requested to bring PPT, by pen drive on the date of technical bid opening .
	Total	100		

CHECK LIST (Attached in first page of Technical Bid)

Sl No	List of documents	Detail s of docu ment	Page No	Should be left blank for office use only
1	2	3	4	5
1	Tender paper cost, Rs.10,000.00 of office Money receipt			
2	EMD Furnished Rs.4,00,000.00 in Shape of DD /BC			
3	Registration certificate of Agency			
4	PAN Card of the Agency			
5	GST registration certificate (Complete Certificate)			
6	Valid labour license (Strength Minimum 500 labour) under contract labour (Regulation and Abolition) Act.1970			
7	EPF registration certificate, ECR, Challan & payment confirmation slip, for the min.100 . persons in last three months .			
8	ESI, registration certificate & payment confirmation slip & Contribution sheet for the min.100 person in last 3 months.			
9	Copy of Balance sheet for 3 (three) years I.e 2022-23,2021-22,2020-21 duly certified by the chartered Accountant. And copies of IT return for the Last 3 years .			
10	The agency should have minimum Period of 2 years Cleaning & Sanitation and Man power supply experience in any ULB or Organization I.e State, PSU ,Pvt . Etc with copies of the orders/agreement /Experience Certificate executed with them.			
11	Annual average turnover statement to be furnished in the letter head of the chartered Accountant .as per Annexure-I			
12	Details of the Bank account of the agency (Name of the Bank, Branch, Account and Type of account) photo copy Must be submitted.			
13	The sealed cover marked as "Technical Bid" containing photocopies of the following documenting support of eligibility (duly self attested)along with Technical bid, failing which their bid will not be considered further.			
14	The Agency should must be submitted the authenticate document as ,Article of memorandum /Deed/By-Law and memorandum of the Agency			
15	Power of Attorney to authorization person to signing of tender document.			

	Covering Letter in Bidders Letter Head			
	Bid Security Declaration in lieu of EMD			
18	Application-Technical Bid duly filled in			
19	Undertaking regarding current litigation, debarring ,expelling ,black listing or abandonment of work by the tenderer (Annexure-B)			
20	Declaration(Annexure-A)			
21	Undertaking regarding Disbursement of Wages/Salary to the staffs before being reimbursed by the Municipality (Annexure-C)			
22	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders for the respective assignments from the authorities			
23	Satisfactory work Performance Certificates from previous assignments			
24	Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance of the terms and conditions			
25	Geographical Presence in Odisha / in Multiple states performing Similar kind of work			

i) Total no of corrections:-

ii) Total no of Over writing:-

iii) Total no of Interpolation:-

(Full signature of bidder)

Name of Agency:-

Address of the Agency:-

Contact No:-

Land Line No:-

Signature of the Bidder

Executive Officer
Municipality Basudevpur

BASUDEVPUR, MUNICIPALITY

TENDER PAPER

(FINANCIAL BID)

**FOR CLEANING AND ANITATION
WORK & MANPOWER SERVICES
TO BASUDEVPUR, MUNICIPALITY**

FROM

WARD NO .01 TO 23

2024-25

BASUDEVPUR , MUNICIPALITY :
BASUDEVPUR

FINANCIAL BID DOCUMENT

(To be enveloped in separate sealed over)

NAME OF WORK:

Clean & sanitation work and manpower services to Ward No. 01 to 23 to
Basudevpur , Municipality

2024-25

APPLICATION-FINANCIAL BID

(Providing Cleaning & Manpower services to Basudevpur Municipality, Basudevpur)

1. Name of the tendering services providing service provider:-
2. Rate Quoted Including all statutory dues as applicable

Table 1
(Rate per person per day)

Sl. No.	Manpower Type	Basic Wages	Employer share of EPF (As per latest Govt. prescribed rate)	Employer share of ESI (As per latest Govt. prescribed rate)	Other Statutory dues if any	Service Charge	Total per Person per day quoted by the Agency	
							Rate in Figure (Col.3+4+5+6+7)	Rate In Words
1	2	3	4	5	6	7	8	9
1.	Un-Skilled							
2.	Semi-Skilled							
3.	Skilled							
4.	Highly Skilled							

Note:-

The monthly take home remuneration must be based as per minimum wages act vide the latest The Odisha Gazette Notification No-5308 –LESI-LL1-III-0081-2017/LESI. Dtd- 18/07/2024 for unskilled /Semi-skilled / Skilled and High Skilled personnel .This should take in –account 30 days service required for ULB.

-The bidders are required to quote the service charge in % and figures as mentioned table .The minimum Service charges shall be 3.85% of the total H.R. Cost . The service charge should not exceed 7%.

Signature & seal of Authorized Person

Place:

Date:

Executive Officer
Municipality Basudevpur

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Basudevpur Municipality represented by its Executive Officer 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 "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in Basudevpur, Municipality.

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 in the Basudevpur, Municipality 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 Term 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 _____.

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 in the day and year first written above.

Signature of the officer authorized to sign
On behalf of Manpower Service Provider

Signature of the Authority

Executive Officer
Municipality Basudevpur

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 on _____ (date) 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 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 30 days 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, Basudevpur, 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 and shall be paid extra remuneration as per the approved rate by this office on attending such duty.
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 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 Services provider to pay to the person deployed a sum not less than the minimum Wages.
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 Basudevpur Municipality.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Basudevpur, 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 Basudevpur, Municipality . and an Authorized representative of the Manpower Service Provider.
13. The Basudevpur, Municipality , shall not be responsible for nay 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 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, Basudevpur, 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 are disciplined and do not participate in any 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 Basudevpur, 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 Basudevpur, 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 Basudevpur, Municipality.

21. The persons to be deployed by the Manpower Service Provider should be above 18 years of age & not exceeding 60 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 should be polite, cordial and efficient while handing 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.
23. The Manpower Service Provider shall indemnify Basudevpur, Municipality, against all claims which may be made under the Minimum wages Act, Provident Fund Act, ESI Act, or any Statutory modifications thereof.
24. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging his duties/ for inspection or otherwise.
25. 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. Basudevpur, Municipality . shall have the 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.
26. The Manpower Service Provider shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
27. 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.
28. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of all Acts/Rules including Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Basudevpur, Municipality.
29. The agreement can be terminated by either party by giving one month's notice in advance.
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Executive Officer; Basudevpur, 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 t disbursed to the agency by 1st week of every succeeding Month
31. The claims in bills regarding Employees State Insurance, Provident Fund, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month.
32. The basic wage including Employee's share of EPF & ESI of the persons deployed shall not be less than the minimum wage rate fixed by the Govt of Odisha in Labour & ESI Department from time to time. The differential amount of wage shall be paid by

the Municipality as and when the minimum wage rate is revised by the Govt. the EPF, ESI and GST rate shall be applicable as fixed by the Govt from time to time.

33. The amount of penalty calculated @ Rs.500.00 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.
34. 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.
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 decision and the same shall be binding on all parties.
36. All disputes shall be under the jurisdiction of all court located at Basudevpur only.

Signature of the officer authorized to sign
On behalf of Manpower Service Provider

Signature of the Authority

Executive Officer
Municipality Basudevpur

BANK GUARANTEE FROMAT FOR PERFORMANCE SECURITY

To

**The Executive Officer
Basudevpur, 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 Basudevpur, Municipality (hereinafter called "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 / nationalizes bank for the sum of specified therein as performance guarantee for compliance with its obligations 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 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_____.

Authorised
signatory of the MSPA