



OFFICE OF THE MUNICIPAL COUNCIL: KEONJHARGARH

No. 5231 /KGM Dt. 05/10/2020.

**TENDER CALL NOTICE FOR SUPPLY OF OUTSORCING AGENCY FOR SUPPLY OF MANPOWER TO KEONJHARGARH MUNICIPALITY FOR SANITATION ACTIVITIES**

Sealed tenders are invited from reputed Manpower agencies/ Service providers for supply of 33 nos of un-skilled & 15 nos of Highly Skilled personnel for a period of 01 (one) year on contract basis for day to day sanitation activities under Keonjhargarh Municipality. The details of terms and conditions can be downloaded from the Keonjhar district website i.e., <https://kendujhar.nic.in>. The last date and time for submission of Tender document is **15.10.2020 by 5.00 PM** by registered post/ speed post and will be opened on **16.10.2020 at 11.00 AM** in presence of the bidders or their authorized representatives. Tenders received beyond the above period shall not be entertained. Authority reserves the right to accept or reject any or all tenders without assigning any reason thereof and negotiate with any or all tenderers.

  
Executive Officer,  
Keonjhargarh Municipality 5/10/2020.

Memo No. 5232 / KGM

Date. 05/10/2020.

Copy to Notice Board, NIC, Keonjhar for information and requested for uploading of the Tender document in the Keonjhar District website.

  
Executive Officer,  
Keonjhargarh Municipality 5/10/2020.

Memo No. 5233 / KGM

Date. 05/10/2020

Copy forwarded to the Editor the Sambad / Anupam Bharat/ Pragati for information with a request to publish the above Tender call notice of his daily news paper within minimum Rs. 6000/- (Six thousand) only and produce the bill for payment.

  
Executive Officer,  
Keonjhargarh Municipality 5/10/2020



OFFICE OF THE MUNICIPAL COUNCIL: KEONJHARGARH

No. 5231 /KGM Dt. 05/10/2020 .

**TENDER DOCUMENT**

Supply of Un-skilled, Skilled & Highly Skilled personnel for Sanitation activities under Keonjhar Municipal Corporation.

SL. NO.	SUBJECT	Timeline
1	Last Date and time for submission of Tender Document	By 15.10.2020 at 5.00 PM
2	Date & Time of Opening of	
	A. Technical Bid	16.10.2020 at 11.00 AM
	B. Financial Bid of Eligible Bidders	Further intimation letter
3	Mode of Submission of Tender Documents	By Regd. Post/ Speed Post
4	Cost of Tender Paper in shape of Demand Draft (DD) drawn from any Nationalized Bank in favour of the <b>Executive Officer, Keonjhar Municipal Corporation</b> payable at <b>Keonjhar</b>	Rs.4480/- including GST
5	EMD in shape of Demand Draft (DD) drawn from any Nationalized Bank in favour of the <b>Executive Officer, Keonjhar Municipal Corporation</b> payable at <b>Keonjhar</b>	Rs.5000/-

### **Contents of Tender Document**

<b>Sl. No</b>	<b>Description of Content</b>
1	Scope of Work and General Instruction for Bidders
2	Technical Requirements for Manpower Service Provider
3	Documents to be submitted with Technical Bid
4	Terms & Conditions
5	Tender Application- Technical Bid
6	Tender Application- Financial Bid
7	Draft Agreement Copy

### **Scope of Work and General Instruction for Bidders**

1. This is completely a tender call notice for Supply of **48 (Forty eight)** numbers of Un-skilled, Skilled & Highly Skilled manpower for sanitation works in different places under Keonjhargarh Municipality.
2. The requirement of above mentioned manpower may increase or decrease at any time during the contract period after giving 7 days notice to the agency.
3. 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 Keonjhargarh Municipality**" and "**Financial Bid for Providing Manpower Services to Keonjhargarh Municipality**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Supply of Un-skilled & Skilled personnel for Sanitation Works under Keonjhargarh Municipality**".
4. The bidder must submit the Earnest Money Deposit (EMD) of Rs.5000/- (Rupees Five thousand) along with technical bid in shape of Demand Draft (DD) drawn from any Nationalized Bank in favour of the **Executive Officer, Keonjhargarh Municipality** payable at Keonjhar failing which the tender shall be rejected summarily.
5. The tender for Manpower service providers are required to enclose self attested photocopies of the following documents along with the technical bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further;
  - A. Valid Registration Certificate of the Applicant's organization
  - B. Valid copy of PAN and GSTIN
  - C. Valid copy of Profit Loss and Balance Sheet of last three consecutive years (2017-18, 2018-19 & 2019-20)
  - D. Return filed Copy of EPF & ESI certificate of last 3 months (June,20, July,20 & Aug,20)
  - E. Experience certificate for outsourcing of manpower for 3 years (2017-18, 2018-19 & 2019-20)
  - F. Certified copy of Financial Net worth of agency
  - G. Annual Turnover Certificate of Last 3 Years. i.e, ((2017-18, 2018-19 & 2019-20)

6. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
7. 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 authorized signatory may be attached. No over writing is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. (However the corrections, if any in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.)
8. The technical bids shall be opened in the scheduled date and time mentioned above in the Office Chamber of Executive Officer, Keonjargarh Municipality in the presence of the representatives of the bidder, if any, who wish to be present on the spot in the time.
9. The Financial Bid of only those tenders will be opened whose Technical bids are found in order.
10. The Letter of Award (LOA) will be issued to the successful bidder and the contract agreement will be signed with the successful bidder within 7 days after issuance of LOA.
11. The successful bidder will have to submit the Performance Bank Guarantee (PBG) of 01 (One) month wages of total value of work order from any Nationalized Bank drawn in favour of **Executive Officer, Keonjargarh Municipality**, Keonjhar covering the period of contract during signing of contract agreement.
12. In case of successful bidder if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
13. The EMD amount of unsuccessful bidder will be returned after placing of work order to the successful bidder without any interest.
14. Executive Officer, Keonjargarh Municipality reserves the right to cancel all or any of bids without assigning any reason thereof.

### **Technical Requirements for Manpower Service Provider**

The manpower service provider should fulfill the following technical specifications

- A. The manpower service provider should provide the name, designation and contact number of the person to liaise with Keonjharh Municipality within 7 days of getting the LOA.
- B. They should be registered with the appropriate registration authority.
- C. They should have at least 3 years experience in providing such manpower services to Government organizations/ ULBs.
- D. They should have their own bank account.
- E. They should have registered with Income Tax, GST and Labour Department.
- F. They should have registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Act (ESI).
- G. They should have any other regulatory clearance that may be required for providing manpower services.
- H. Valid Labour License
- I. Original documents to be submitted during selection for verification.
- J. Self declaration by the bidder for not being blacklisted by any organization.

## **Documents to be Provided with the Technical Bid**

1. Application - Technical Bid
2. Attested copy of registration of agency
3. Attested copy of PAN/ GSTIN
4. Attested copy of latest IT return filed by Agency
5. Attested copy of the PF registration Letter/ Certificate
6. Attested copy of the ESI registration Letter/ Certificate
7. Certified copy of Financial Net worth of agency
8. Certified documents in support of the financial turnover of the agency
9. Certified documents in support of entries in column 16 of the Technical Bid Application
10. 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
11. Copy of Profit Loss and Balance Sheet of last three consecutive years.
12. Copy of Experience Certificate for outsourcing of manpower for similar jobs
13. Copy of valid labour license

## **TERMS & CONDITIONS**

### **A. GENERAL**

1. Tender is being invited for supply of unskilled manpower for Sanitation Works under Keonjhargarh Municipality. The requirement of manpower may further increase or decrease, during the period of initial contract and the bidder would have to provide additional Manpower Services, if required, on the same terms and conditions. The date of contract may commence from 01.11.2020 and shall continue up to 01(one) years 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.
1. The Agreement shall expire automatically on completion of one year unless extended further by the mutual consent of the Manpower Service Provider/Agency and the Authority.
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 agency and the Authority.
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 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 breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
5. The Authority reserves the right to terminate the Agreement after giving 15 days' prior notice to the Manpower Service Provider agency.
6. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with Keonjhargarh Municipality so that optimal service of the persons deployed could be availed without any disruption.
7. The entire financial liability in respect of Manpower Services deployed in the Keonjhargarh Municipality shall rest with the respective Service Provider Agency and the Keonjhargarh Municipality will in no way be liable. It will be the responsibility of the Manpower Service Provider agency to pay to the person deployed a sum not less than the minimum wage fixed and adduce such evidence as may be required by the Keonjhargarh Municipality in that behalf.
8. For all intents and purpose, the persons deployed by the manpower service provider Agency for execution of the contract shall be the employees of the contractor. The Manpower Service Provider agency 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 agency for execution of the contract shall be the employees of the agency & the persons deployed by the Manpower Service Provider agency shall not have any claim whatsoever like employer and employee relationship against the Keonjhargarh Municipality. Either implicitly or explicitly.

9. The Manpower Service Provider agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Keonjhargarh Municipality 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 persons can place their grievance before a Joint Committee consisting of a representative of Keonjhargarh Municipality and an Authorized representative of the Manpower Service Provider.
10. The persons so deployed shall be under the overall control & supervision of the bidder and the bidder shall be liable for payment of their wages etc. and all other dues within the stipulated time which the contractor is liable to follow the various labour resolution and other statutory provision. Keonjhargarh Municipality shall not be a part of any such liability. Keonjhargarh 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.
11. 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.
12. 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.
13. 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.
14. The Manpower Service Provider must have valid registration from the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of all the registration should be submitted.
15. 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 is the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for timely deposit of Provident Fund and Employees State Insurance.
16. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
17. 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 Keonjhargarh Municipality. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## **B. FINANCIAL**

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) Rs.5000/- (Rupees Five thousand) in the form of Demand Draft drawn in favour of **Executive Officer, Keonjhar Municipal Corporation** payable at Keonjhar failing which the tender shall be rejected out rightly.
2. In case of successful bidder if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
3. The successful bidder will have to submit the Performance Bank Guarantee (PBG) of 01 (One) month wages of total value of work order from any Nationalized Bank drawn in favour of **Executive Officer, Keonjhar Municipal Corporation**, Keonjhar covering the period of contract during signing of contract agreement.
4. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit & EMD shall be liable to the forfeited besides annulment of the Agreement.
5. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Keonjhar 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.
6. 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 Keonjhar Municipal Corporation.

### C. LEGAL

1. The Manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works. Keonjhargarh Municipality shall have no liability in this regard.
2. The Manpower Service Provider shall also be liable for depositing all taxes, levies & Cess etc., in respect of the persons deployed, on account of service rendered by it to the concerned authority from time to time, as per the prevailing rules and regulation. Attested Xerox copies of such documents shall be furnished to Keonjhargarh Municipality.
3. The manpower service provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the Keonjhargarh Municipality or any other authority under law.
4. 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 Keonjhargarh Municipality.
5. ***Registration/ License under the Contract Labour (Regulation and Abolition) Act,1970 is applicable to Manpower Service Provider employing more than 50 workmen.***
6. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Keonjhargarh Municipality is put to any loss / obligation monetary otherwise the Keonjhargarh 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.
8. 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 Keonjhargarh 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 Rourkela Municipal Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
9. 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.

10. Any dispute, difference or controversy of whatever nature between the parties, however arising under out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
11. Any dispute which is not resolved amicably within 30 days from the date of last written communication from either party shall be referred to the Executive Officer, Keonjhar Municipal Corporation, who may himself act as the arbitrator, or appoint any sole arbitrator to undertake the arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 ("Arbitration Act")
12. The place of Arbitration shall be at Keonjhar. The decision of Arbitration shall be final and binding on both the parties
13. All disputes shall be under the jurisdiction of the Civil Court, Keonjhar.
14. 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.

**TECHNICAL BID APPLICATION  
SUPPLY OF MANPOWER SERVICES TO  
KEONJHARGARH MUNICIPALITY**

1. Name of Manpower Servicing Provider \_\_\_\_\_
2. Details of Tender Cost DD No. \_\_\_\_\_ Date \_\_\_\_\_
3. Details of Earnest Money Deposit (EMD): DD No \_\_\_\_\_ Date \_\_\_\_\_
4. Name of Proprietor/ Partner/ Director : \_\_\_\_\_  
\_\_\_\_\_
5. Full Address of Registered Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Telephone Number : \_\_\_\_\_
- Email ID : \_\_\_\_\_
6. Full Address of Operating/ Branch Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Telephone Number : \_\_\_\_\_
- Email ID : \_\_\_\_\_
7. Name & Telephone Number of Authorized Person to liaise with Keonjhargarh Municipality: : \_\_\_\_\_  
\_\_\_\_\_
8. Bankers of the Manpower Service Provider: \_\_\_\_\_  
(Attach certified copy of Statement) of A/C for the Last Three Years)
9. PAN and GST Number : \_\_\_\_\_  
(Attach attested copy)
10. EPF Registration Number : \_\_\_\_\_  
(Attach attested copy)

11. ESI Registration Number : \_\_\_\_\_  
(Attach attested copy)

12. Net worth of agency : \_\_\_\_\_  
(Proof of Document to be attached)

13. Financial turnover of the tendering Manpower Service Provider for the last 3 financial years.

Financial Year	Amount in Lakhs	Remarks if Any

14. Labour License Registration Number : \_\_\_\_\_  
(Proof of Document to be attached)

15. Give details of the major similar contracts handled by the tendering manpower service provider during the last three years in the following format.(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of the Client, address, telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. in Lacs)	Duration of contract	
		Type of manpower provided	Number		From	To

16. Additional Information if Any:  
(Attach separate sheet if space is insufficient)

Date:

Signature of Authorized Person

Place:

Name:

Seal

## **DECLARATION**

1. I \_\_\_\_\_ Son/ Daughter/ Wife of  
Sri \_\_\_\_\_ Proprietor/ Director/  
Authorized signatory of the service provider mention above and I am competent  
to sign the declaration and execute this tender document.
  
2. I have carefully read and understood all the terms and conditions of the  
above tender and undertake to abide to 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 any false information/ fabricated  
document would lead to rejection of my tender at stage besides liabilities  
towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Name:

Seal

## FINANCIAL BID

**For Supply of Manpower to office of the Keonjhrgarh Municipality**

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

Sl. No	Manpower Type	Monthly Rate per person per month						
		Category	Basic remuneration	EPF Employer's share	Other statutory dues if any	Service charges	GST on services	Total per person
1	2	3	4	5	7	8	9	10
1	Daily Labour	Un-skilled						
2	Driver [L.V],	Skilled						
3	Driver[H.V]	High-skilled						

**Note: The Agency is required to quote basic rate in Cl. No-4, in indian rupees, of Basic Remuneration per category of personnel which shall not be less than the rate notified under the Minimum wages Act, 1948 as amended upto date excluding employers share on Provident Fund and ESI taking into account 30 days a month.**

Date:

Signature of Authorized Person

Place:

Name:

Seal

**Notes:**

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

**DRAFT AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day Keonjhar \_\_\_\_\_ 2020 in  
BETWEEN

The Executive Officer, Keonjhargarh Municipality (KGM) having its office at Keonjhargarh-758001 authorized and represented through Executive Officer, Keonjhargarh Municipality (KGM) having its office at Keonjhargarh-758001, here-in-after referred as Authority/ Employer, which expression shall excluded in the subject or context, so requires or admits and also includes successors legal representative and permitted assigns in one part.

Whereas the "Authority" desires that the services of Manpower required and where as the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement and as per the terms and conditions of the agreement to the "Manpower Service Providers". Now this agreement witnesses as below.

1. That the terms and conditions shall be deemed to be form and to be read and included as part of this agreement.
2. That in the consideration of the payment to be made by "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged in Keonjharagrh Municipality in conformity with the provision of the terms & 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 up to \_\_\_\_\_

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

**Signature of the Manpower  
Service Provider /  
Authorized Person**

**Signature of Executive Officer/  
Authorized Officer on behalf of  
Executive Officer**

In presence of Witness

1.

1.

2.

2.