



**TENDER FOR PROVIDING
MANPOWER FOR SANITATION
PURPOSE IN BALANGIR
MUNICIPALITY**



OFFICE OF THE MUNICIPAL COUNCIL: BALANGIR

Address: - Office of the Municipal Council Balangir, Opp. Of Rajendra park Balangir, Pin: -767001,
Ph No.: - 06652 232790, Email ID:- bgrmc1972@gmail.com

Letter No. 142

Date 14.01.2021

TENDER FOR PROVIDING SANITATION FIELD STAFF FOR SANITATION PURPOSE IN BALANGIR MUNICIPALITY

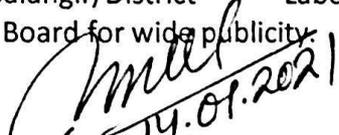
Sealed tenders are hereby invited from interested reputed and bonafied firms/Agencies/service providers for providing of sanitation field staff to the Balangir Municipality office at Balangir as per the term and conditions mentioned in the standard bidding document prescribed therein. The intending bidder is advised to submit one sealed envelope with all the requisite documents as per DTCN superscripting "TENDER FOR PROVIDING SANITATION FIELD STAFF TO THE BALANGIR MUNICIPALITY". The sealed quotation should reach this office on or before **25.01.2021 upto 4.00pm** through Registered Post/Speed Post/ Courier Service, Balangir. The tender & standard bid document and terms etc can be downloaded from the District website (www.balangir.nic.in)

All tenders shall be opened at **4.30 PM on 25.01.2021** in presence of the quotations or their authorized representatives in the office chamber of Executive Officer, Balangir Municipality.


14.01.2021
Executive Officer
Balangir Municipality

Memo No. 143 dated 14.01.2021

Copy submitted to Collector and District Magistrate cum Administrator, Balangir/P.D. - D.U.D.A, Balangir/Sub-Collector, Balangir/Superintending Engineer and I.L.W, PH circle, Bhawanipatna/Executive Engineer, R&B Division Balangir/District Labour Officer, Balangir/DIPRO, Balangir for kind information and display in Notice Board for wide publicity.


14.01.2021
Executive Officer
Balangir Municipality

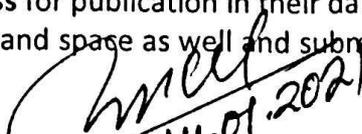
Memo No. 144 dated 14.01.2021

Copy to the DIO, NIC Balangir to upload the notice along with the DTCN in pdf format in District web portal for wider publication.


14.01.2021
Executive Officer
Balangir Municipality

Memo No. 145 dated 14.01.2021

Copy to the editor, The Prameya/ The sambad/ The Indian Express for publication in their daily newspaper for one day at economy tariff rate and space as well and submit bills along with three complementary copies.


14.01.2021
Executive Officer
Balangir Municipality



OFFICE OF THE MUNICIPAL COUNCIL: BALANGIR

Address: - Office of the Balangir Municipal Council Balangir, Opp. Of Rajendra park Balangir, Pin: -767002,
Ph No.: - 06652 232720, Email ID:- bgrmc1970@gmail.com

TENDER DOCUMENT

SEALED TENDER ARE HEREBY INVITED FROM INTERESTED REPUTED AND BONAFIED FIRMS/AGENCIES/SERVICE PROVIDERS FOR PROVIDING OF SANITATION FIELD STAFF TO THE BALANGIR MUNICIPALITY OFFICE AT BALANGIR

- 1. LAST DATE AND TIME FOR RECEIPT OF TENDER DOCUMENT : 4.00 PM of 25.01.2021**

- 2. DATE AND TIME OF OPENING OF**
 - A. TECHNICAL BIDS : 4.30 PM OF 25.01.2021**

 - B. FINANCIAL BIDS : 4.00 PM OF 28.01.2021**

- 3. PROBABLE DATE OF COMMENCEMENT FOR DEPLOYMENT OF REQUIRED MANPOWER : 01.02.2021**

Scope of work and General instruction for bidders

1. The Balangir Municipality requires the Services of reputed, well established and financially sound Manpower Service Providers to provide services of following category of personnel on contract basis for day to day official work to be engaged in the following wards of Balangir Municipality as indicated below. The tentative requirements for each ward is given below. The requirements may increase/decrease in any/all the wards.

BALANGIR MUNICIPALITY		
(PROPOSED WARDS TO BE PRIVATISED)		
Sl.No.	Ward No.	Sweeper & Sweepers to be engaged by service provider along with requisite safety and working equipment as stated in the DTCN
1	1	7
2	2	9
3	3	9
4	4	12
5	5	8
6	6	10
7	7	13
8	8	4
9	9	6
10	10	8
11	11	3
12	12	5
13	13	4
14	14	9
15	15	4
16	16	4
17	17	7
18	18	18
19	19	6
20	20	14
21	21	22
Total		182

2. Interested bidder may obtain tender document from the Office of the Balangir Municipality, on deposit of **Rs.10,000/- towards cost of tender paper (NON-REFUNDABLE)**. The money receipt issued by the Balangir Municipality, Balangir shall be attached with the technical bid of the tender document.

The interested bidder may also download the tender document from the District official website www.balangir.nic.in . In such case, the tenderer is to attach a bank draft of **Rs. 10,000/-** drawn in favour of Executive Officer, Balangir Municipality towards cost of tender paper along with the technical bid of the tender document.

The interested bidders are required to submit tender once. Submission of more than one bid document shall not be accepted and will be out rightly rejected.

3. Interested bidders will have to submit their tender documents to the Balangir Municipality, Balangir by Registered Post/Speed Post/ Courier Service.
4. The contract for provide the aforesaid man power will be for a period of one year from the date of execution of agreement. The period of the contract may be extended beyond one year subject to the requirement of the municipality for man power persists at that time or may be curtailed/ terminated before the due date owing to deficiency in service /substandard quality of manpower deployed by the selected Service Provider / any reduction of manpower requirement by the Balangir Municipality.The Municipality, however, reserves all right to terminate this initial contract at any time after giving prior notice of 15 days to the selected Service Provider.
5. The interested Manpower Service Providers shall submit their tender documents completing in all respects along with Earnest Money Deposit (EMD) of **Rs.5,00,000/- (Rupees Five lakh only) in shape of bank guarantee duly pledged in favour of the Executive Officer, Balangir Municipality**, and other requisite documents by 4.00pm on 25.01.2021 in the Office of Balangir Municipality by Registered Post/Speed Post/ Courier Service.
6. The detailed Programme relating to "Tender for providing man power services to this Executive Officer, Balangir are as under:
 - a. Last date and time for receipt of Tender Document: 25.01.2021 upto 4.00pm
 - b. Date and Time of opening of
 - i. Technical Bids : 25.01.2021 at 4.30pm
 - ii. Financial Bids of eligible Bidders. : 28.01.2021 at 4.00pm
 - c. Probable date of commencement for engagement of required manpower : 01.02.2021

Any tender document received after the scheduled date & time mentioned above shall not be entertained in any circumstances & the same shall be rejected out rightly.
7. The tender is 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 in the office of Balangir Municipality, Balangir-767001** " and "**Financial Bid for Providing Manpower Services in the office of Balangir Municipality, Balangir-767001**".Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services in the office of Balangir Municipality Balangir-767001**".
8. The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakh Only) is Refundable for unsuccessful bidders.The EMD of Rs.5,00,000/- in shape of bank guarantee duly pledged infavour of the Executive Officer, Balangir Municipality, Balangir-767001, should be accompanied with the Technical Bid of the service provider, failing which the tender shall not be entertained & the same shall be Rejected out rightly.

9. The successful bidder shall furnish Security Deposit at the time of execution of agreement which shall be the amount equivalent to the one months' salary /wages along with the amount due towards PE, ESI, Service tax and service charges of the manpower to be deployed by him in the form of Fixed Deposit Receipt in the name of the agency from any Nationalized Bank pledged in favour of Executive Officer, Balangir Municipality, Balangir-767001, covering the period of contract. In case, the contract is further extended beyond the contract period, the fixed deposit receipt shall have to be renewed accordingly by the successful tenderer.

10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (self-attested), along with the Technical Bid, failing which bids shall be rejected summarily/out rightly and shall not be considered in any circumstances.

- a. Registration certificate of the applicant organization.
- b. Copy of pan card.
- c. Copy of GST registration certificate.
- d. Copy of the IT returns file for the last three financial years.
- e. Copies of the EPF and ESI registration certificate.
- f. Copy of the service tax registration certificate.
- g. An affidavit from notary public declaring that the firm is not black listed and genuineness of all documents.
- h. Copies of audited balance sheet for last three years with annual turnover of rupees 2.5 crore in any year during last three financial year or Annual turnover from the CA.
- i. Experience certificate from govt Agency.
- j. Bidder should submit an affidavit regarding opening of an office under the jurisdiction of the Balangir Municipality if qualified/selected as L1 bidder within a week.

The tenderers must produce the original copies of the above mentioned certificates and documents at the time of opening of the technical bid. Failure to produce any or all original documents before the tender committee for verification the tender shall be rejected summarily.

a. Any conditional bids shall not be considered and shall be rejected out rightly.

b. 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 Technical and Financial Bid Form. In such cases, the tender shall be rejected summarily.

c. The Technical bids shall be opened on the scheduled date and time at 25.01.2021 on 4.30 pm, in the office of Balangir Municipality in the presence of the authorized representative of the tenderers, if any, who wish to be present on the spot at that time.

- d. Only the financial bid of successful tenderers in technical Bid shall be opened in the office of Balangir Municipality, Balangir-767001. The Financial bids shall be opened at 4.00pm on 28.01.2021 in presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

e. The Competent Authority reserves the right to annul all bids without assigning any reason thereof.

f. The tenderer or his authorized signatory has to sign on each page of the tender document.

TECHINICAL REQUIRMENT FOR THE TENDERING MANPOWER SERVICE PROVIDER

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

- a. The registered office of the manpower service provider should be located within the jurisdiction of the state of Odisha. The manpower service provider should provide the name, designation, contact number and email address of a person who will coordinate with the Concerned Officer of the Office, Balangir Municipality, Balangir-767001.
- b. The Service Provider Agency should be a registered one with the appropriate registering authority.
- c. The Service Provider should have experience of at least five years' in providing manpower to Government Departments, Public Sector Undertakings, Banks, Insurance Companies etc.
- d. The Service Provider should have their own Bank Account in the name and style of the agency.
- e. The Service Provider should have their own PAN No in the name and style of the agency.
- f. The service provider should have been register with the service tax Department.
- g. The Service Provider should have been registered with appropriate authorities under various Labour Acts, Employees Provident Fund and Employees State Insurance Acts.
- h. The Service Provider must produce an affidavit from Notary Public, declaring that the firm is not blacklisted by any of the service availing agencies where they are providing or provided manpower.
- i. Minimum annual turnover of the manpower service provider agency shall not be less than 2.5cr during any year of last three financial years.

TECHNICAL REQUIREMENTS FOR MAN POWER TO BE DEPLOYED BY THE SUCCESSFUL MAN POWER SERVICE PROVIDER IN THE BALANGIR MUNICIPALITY

1. She or he should be above 18 years of age not exceeding 50 years.
2. Minimum educational qualification for each category of man power is indicated table below

SL NO	CATEGORY OF PERSONNEL	EDUCATIONAL QUALIFICATION	OTHER REQUIREMENT	BRIEF DESCRIPTION OF DUTIES
1	SWEEPER/ SWEEPERS/ DRAIN CLEANER	NA	NIL	FOR SWEEPING OF ROAD, LIFTING OF GARBAGE, CLEANING OF DRAINS, GARABAGE LOADING ETC

APPLICATION FOR TECHNICAL BID

FOR PROVIDING SUPPORT STAFF IN THE OFFICE OF BALANGIR MUNICIPALITY

1.Name of tendering
manpower service provider

2.Money receipt/ demand draft
towards tender paper

MR/DD NO _____ / DT ____/____/____
DRAWN IN BANK _____

3.DEATAILS OF EMD

4.NAME OF PROPRIETOR/
PARTENER/ DIRECTOR(NAME
OF ALL DIRECTORS/ PARTENERS
NAME SHOULD BE
MAINTIONED)

5.FULL ADDRESS OF
REGISTERED OFFICE WITH PIN
CODE

TELEPHONE NO

MOBILE NO

FAX NO

EMAIL ADDRESS

6.NAME OF AUTHORIZED
PERSON WITH TELEPHONE
NO/MOBILE NO/ EMAIL
ADDRESS

7. PAN/GIR NO. (SELF ATTESTED
COPY TO BE ATTACHED)

8.Statutory Registration No
(Under License and contract
labor act 1970 obtained from
labor department government
of Odisha) (self-attested copy to
be attached)

9.Service tax registration no
(Self-attested Copy to be
attached)

10.EPF Registration No
(self-attested copy to be
attached)

11.ESI Registration No
(self attested copy)

12. Give details of the similar contract handled by the tendering manpower service provider during the last five financial year in the following format.

If the space provided is insufficient, a separate sheet may be attached: -

Sl no	Name /address/ telephone no. of the organization to which the services has been provided	Man power services provided		Annual Bill amount (Rs. In lakhs)	Duration of Contract	
					From	To

13. Financial Turnover of the tendering manpower service provider for the last three financial year.

Financial year	Amount (Rs. Lakh)	Remarks if any

15. Additional information if any
(attach separate sheet if required)

Date: Place:	Signature of authorized person Name : Seal : Telephone no: Mobile no: Email addresss:
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CHECKLIST**DOCUMENT TO BE PROVIDED WITH TECHNICAL BID**

SL NO	NAME OF DOCUMENT	PUT "TICK" MARK
1	Application Technical Bid	
2	Money receipt /Demand Draft towards cost of tender document	
3	Demand draft for EMD	
4	Attested copy of Registration of the agency	
5	Attested copy of PAN / GIR card	
6	GST registration certificate	
7	Attested copy of the IT return filed by agency for last three years	
8	Self attested copy of service tax registration certificate	
9	Self attested copy of EPF registration certificate	
10	Self attested copy of ESI registration certificate	
11	Certified document in support of the financial turnover of the agency	
12	Affidavit from Notary Public Declaring firm is not blacklisted	
13	Copy of 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 of the terms and conditions as stated	

Date:**Place:****Signature of authorized person****Name:****Seal:****Telephone No:****Mobile no:****Email address:**

APPLICATION FOR FINANCIAL BID

The bidder has to quote the UNIFORM RATE of "SERVICE CHARGE" at column no 7 for all categories of manpower he intends to supply in the prescribed column of the table. However, bidder can bid any type of manpower.

Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes etc. The bidders shall take in to account the expenses to be incurred and statutory dues (income tax, TDS as applicable from gross bill etc.) while quoting the service charge.

APPLICATION – FINANCIAL BID FOR PROVIDING MANPOWER TO THE BALANGIR MUNICIPALITY, BALANGIR-767001								
1	NAME OF THE MANPOWER SERVICE PROVIDER				TYPE NO			
MONTHLY RATE PER PERSON								
SL NO	MANPOWER TYPE	MONTHLY TAKE HOME REMUNERATION IN RS _____ PER DAY	EPF @ 12.00%	ESI @ 4%	OTHER STATUTORY DEUS IF ANY	SERVICE CHARGE	SERVICE TAX	GROSS TOTAL PER PERSON
1	2	3	4	5	6	7	8	9
2	Sweeper / Sweepres/ Drain cleaner							

Date:

Place:

Signature of Authorized person

Full name :

Seal :

Notes :

1. The total rates quoted by the service provider should be inclusive of all statutory / tax liabilities in force at the time of entering in to 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 for which has been performed by each manpower.

Terms and condition

GENERAL

1. The contract shall commence from the date of execution of agreement and shall continue for one year, unless it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc. or change in requirements.
2. The Agreement shall automatically expire on completion of one year unless it is extended for further period by 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 as will be mutually agreed upon by the Manpower Service Provider and the Authority.
4. The sanitation staff provided by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Service Provider must have been verified by the Service Provider before their deployment, collecting proofs and identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, voter ID card and a certificate to this effect submitted to this office. The Service Provider will also ensure that the personnel deployed are physically fit and will keep a record of certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the Executive Officer.
5. 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.
6. The requirement may further increase in total of 200 manpower (182+18=200), during the period of initial contract also and the service provider should have to provide additional manpower services ,if required, on the same terms and conditions from time to time during current period of contract or its extended period.
7. The Manpower Service Provider will be bound by the details furnished by him to the Authority while submitting the tender or at subsequent stage. In case of any such documents furnished by the agency is found to be false at any stage it will be deemed to be a breach of terms of Agreement making it liable for legal action against SPA apart from termination of the Agreement forthwith.
8. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
9. The persons deployed shall be required to report for work in scheduled time as directed by Executive Officer, Balangir Municipality or any other officer concerned and shall work for 8hrs. (eight hours). 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.

10. The person deployed should have to give service throughout the year irrespective of the holidays.
11. The Service Provider shall provide identity Cards to sanitation staff deployed by him/her for carrying out work. These identity Cards are to be constantly displayed by the sanitation staff and loss of identity Cards to be reported immediately.
12. Biometric attendance of the engaged worker should be taken daily by the service provider.
13. The service provider shall provide safety and working material like those that Broom (Jhadu), drain brush, axe, bucket, spade, bleaching powder etc. to the person deployed for cleaning of road and drain.
14. The Manpower Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Head Office of Balangir Municipality so that optimal services of the persons deployed could be availed without any disruption.
15. The entire financial liability in respect of manpower services deployed in the Office of Balangir Municipality shall be that of the Manpower Service Provider and the BALANGIR 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 of wages fixed (take home remuneration) in the financial bid and adduce such evidence as may be required by the Head office of Balangir Municipality.
16. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.
17. Essentially, 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 Balangir Municipality.
18. The Manpower Service Provider is supposed to make expenditure for sponsoring the manpower to the BALANGIR MUNICIPALITY, Balangir. Such expenditure may include amount spent on making phone calls, dispatching letters, travelling to different offices I places, supervision of manpower, submission of reports and returns to statutory authorities, photocopying of documents, office expenses, contingencies etc. Besides, Service Providing Agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by BALANGIR MUNICIPALITY. Moreover, BALANGIR MUNICIPALITY shall recover Income Tax TDS as applicable from the bills of the Service Providing agency/Man Power Service Provider.
In this way, the funds of Service Providing Agency shall be blocked for at least 15 days involving cost.
Therefore, the Manpower Service Provider shall quote a workable rate for service charges keeping in view the expenses mentioned above. The BALANGIR MUNICIPALITY reserves the right to reject the quotations of Service Providing Agencies quoting abnormally low and unworkable rates.
19. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Balangir 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 person(s) can place their grievance before a Joint Committee consisting a representative of Executive Officer, Balangir Municipality and an Authorized representative of the Manpower Service Provider.
20. The BALANGIR MUNICIPALITY shall not be responsible for any financial loss or any injury caused to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for. payment towards any compensation.
21. 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.

22. 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.
23. The person deployed shall not claim any benefit or compensation or absorption or regularization of their deployment with this office under the provision of rules and Acts at An undertaking from the person deployed to this effect shall be submitted by the Manpower Service Provider to Balangir Municipality.
24. The Manpower Service Provider must be registered with the concerned govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Municipality etc., and a copy of the registration certificate should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
25. 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 on behalf of the manpower deployed in BALANGIR MUNICIPALITY.
26. 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 municipality or office concerned. The man power service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
27. In case tenderer has not quoted uniform rates for all types of man power the tender shall be rejected.

LEGAL

28. The persons deployed shall, during the course of their work be privy to certain qualified documents and information, which their 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 man power service provider as well as the person deployed liable for penal actin under the applicable laws besides, action for breach of contract.
29. The Manpower service provider shall be responsible for compliance of all statutory provision relating to minimum wages as prescribed by the govt in labor and employment department, in respect of the persons deployed in the Balangir Municipality The provisions relating to minimum wages as prescribed by the Government in Labor and Employment Department, Orissa from time to time payable to different types of worker. Municipality shall have no liability in this regard.
30. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cass etc. On account of service rendered by it to the Balangir Municipality to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed in the matter.

Attested Xerox copies of such documents shall be furnished to the Head office of Balangir Municipality.

31. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Municipality or any other authority under Law.
32. 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 Head Office of Balangir Municipality to the SPA.
33. In case the Manpower service provider fails to comply with any liabilities under appropriate law and as a result there of, the municipality is put to any loss obligation, monetary or otherwise, the BALANGIR MUNICIPALITY will be entitle to get itself to reimbursed out of the outstanding bill of the performance security deposit of the man power service provider, to the extent of the loss or obligation in monetary terms.
34. The Agreement is liable to be terminated because of nonperformance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statuary dues The Municipality will have no liability towards nonpayment 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 Municipality by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of SPA.

FINANCE

35. The Technical Bid should be accompanied with Bank Draft/Money Receipt of Rs.10000/- (rupees ten thousand) towards cost of tender Paper and an Earnest Money Deposit (EMD), refundable without interest, of RS. 5,00,000/-(Rupees Five lakhs) in the form of Demand Draft / Bankers Cheque drawn in favour of Executive Officer, Balangir Municipality, Balangir payable at Balangir, failing which the tender shall be rejected out rightly.
36. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be refunded to them without any interest. **In case of successful tenderer 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.**
37. The selected tenderer shall execute an agreement on deposit of required security amount within the time allowed by the Executive Officer, Balangir Municipality. If the tenderer fails to execute agreement, the EMD shall be forfeited.
38. The successful bidder shall furnish Security Deposit at the time of execution of necessary agreement which shall be the amount equivalent to two months' salary wages along with amount deposited towards PF, ESI, Service tax and service charges of the manpower deployed by him in the form of Fixed Deposit in the name of the agency from any Nationalized Bank pledged in favour of Executive Officer, Balangir Municipality, covering the period of contract. In case, the contract is further extended beyond the initial period, the fixed deposit will have to be accordingly renewed by the successful tenderer.

39. In case of breach of any terms and conditions of this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited apart from annulment of the Agreement/ Contract.

40. PAYMENT TO SERVICE PROVIDING AGENCY

40.1. The BALANGIR MUNICIPALITY office shall prepare the absentee statement of the support staff engaged in the office by 3rd day of succeeding month of engagement.

40.2. It is the duty & responsibility of the Service Provider Agency to collect the absentee statement from the office by 4th day of succeeding month of engagement. The head office shall provide the absentee statement to the Service providing agency.

40.3. The Service Provider Agency shall make payment to the support staff engaged by thin the office as per the absentee statement for the number of days engaged, from their account by 6th day of the succeeding month of engagement and prefer bill to head office for reimbursement. To calculate take home remuneration for fraction of a month, each month will be considered as 30 days. The payment to the support staff shall be made through RTGS/NEFT only.

40.4. The manpower service provider shall raise bills in duplicate as follows:

1	Gross remuneration of the person as per absentee statement receive from head office	By 6 th day of succeeding month in the prescribed Performa
2	Service tax as applicable and service charge	

Payment shall be release within 10days of received of bills by the head office, BALANGIR MUNICIPALITY

40.5. The service provider agency shall also deposit EPF & ESI of both employer and employee share within 15th day of the month of payment for support staff engaged from their account and prefer the bill to the Head office, Balangir Municipality for reimbursement of employer share only.

1	Employer share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employers share	By 16 th day of succeeding month in the prescribed Performa.
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Employee share of EPF & ESI contribution shall be recover from the gross remuneration and balance amount is to be release to the person employed through account payee check.

40.6. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made along with the claim bills. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by the Head Office, Balangir Municipality.

40.7. The Manpower Service Provider is to submit proof of deposit of EPF and ESI amount to the EPF / ESI account of the person concerned along with the claim bills for EPF & ESI. No payment shall be released unless documentary evidence of deposit of EPF & ESI is attached to the claim bill.

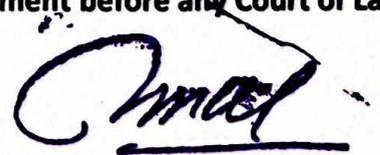
40.8. The Manpower Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which penalty calculated @ Rs. 100/per day for each default will be recovered from service charge due.

40.9. The Manpower Service Provider shall submit before the office of the Balangir Municipality, one copy of the return within 7 days from the date of filing of monthly /quarterly/half yearly / annual return if any before the EPF and ESI authorities.

- 40.10. The statutory deduction of income tax and others if any shall be deducted from the bill and shall be adjusted against the service charges of the Service Providing Agency.
- 40.11. To ensure payment as at clause 38 the service providing agency shall open one bank account in the headquarter at Balangir. The payment from BALANGIR MUNICIPALITY will be made by way of online transfer only.
41. The Service Providing agency must handover the Individual EPF Account No. / ESI Card (where ever applicable) within 60 days from engagement of the supporting staff and the details of such should be intimated to the Balangir Municipality.
42. Penalty calculated @ RS 5100 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 his monthly bill.
43. 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.
44. The successful bidder will enter into an agreement with the Balangir Municipality for supply of suitable and qualified manpower as per requirement on the above terms and conditions.

JURISDICTION OF COURT

45. In the event of any dispute covering or arising out of the clause /clauses of agreement the same shall be resolved through negotiation. Alternatively, the dispute may be referred to the next higher authority for adjudication whose decision shall be binding on both parties.
46. In case either party is aggrieved on the decision of next higher authority, the jurisdiction of the Court shall be at Balangir in the district of Balangir, Odisha. Neither party shall be competent to bring any case /suit in regard to the matters covered by this agreement before any Court of Law outside Balangir.



Executive Officer
Balangir Municipality