



# SAMBALPUR MUNICIPAL CORPORATION: SAMBALPUR

## Odisha - 768001

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Notice No: 10489

Dated. 01.12.2023

### TENDER NOTICE FOR ENPANELMENT OF REGISTERED FIRMS / SERVICE PROVIDER AGENCIES FOR PROVIDING MANPOWER TO SAMBALPUR MUNICIPAL CORPORATION

Commissioner, Sambalpur Municipal Corporation, Sambalpur invites sealed tender from intending reputed and experienced manpower Service Provider Agencies to provide services of different categories of manpower (high skilled, skilled, semi- skilled, un- skilled) for a period of one year w.e.f. 01.01.2024, the details of the bidding process are as follows:

Sl no.	Bidding Schedule	Deadline
1	Date of Issue	01.12.2023
2	Bid due Date & Time	15.12.2023 upto 5.30pm
3	Opening of Technical Bid	16.12.2023 at 4.30pm
4	Opening of Financial Bid	To be intimated later

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in third sealed cover super-scribed "Bid for Outsourcing of Manpower services to SMC, Sambalpur" must reach the undersigned on or before 15.12.2023, 5.30 p.m by Speed Post/ Regd. Post/ Courier only.


The bid documents containing eligibility criteria, scope of work, terms and conditions of the tender can be downloaded from the website [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in).

The sealed tender proposal shall be submitted along with non-refundable application fees of Rs. 10,000/- (Rupees ten thousand only) in shape of Bank Draft drawn in favour of the Commissioner, Sambalpur Municipal Corporation, Sambalpur-768006.

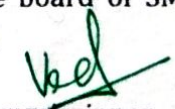
The last date and time for submission of tender document is 15.12.2023 by 5.30 p.m. The authority shall not be held responsible for postal delay, if any, in case of non-receipt of the same in time.

Complete address for submission of bid:-  
Municipal Commissioner, Sambalpur Municipal Corporation, Durgapali, Sambalpur-768006

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

  
Commissioner  
Sambalpur Municipal Corporation

Memo no. 10490 / SMC date. 01/12/2023  
Copy to MIS, SMC for upload in SMC website/ Office Notice board of SMC/Collector office/ Sub-Collector, Office/ Sadar Tahasil Office for wide publication.

  
Commissioner  
Sambalpur Municipal Corporation

# SAMBALPUR MUNICIPAL CORPORATION

## TENDER DOCUMENT

For providing manpower Services through Service Providing Agencies

Sl no	Bidding Schedule	Deadline
1	Date of Issue	01.12.2023
2	Bid due Date & Time	15.12.2023 upto 5.30pm
3	Opening of Technical Bid	16.12.2023 at 4.30pm
4	Opening of Financial Bid	To be intimated later
5	Likely date for commencement of deployment of require manpower	01.01.2024



## INSTRUCTION TO BIDDERS

### A. GENERAL INFORMATION

1. Sambalpur Municipal Corporation, Sambalpur requires services of reputed, well established and financially sound Manpower Service Providers/ Agencies (AGENCY) to provide services of different categories manpower (highly skilled, skilled, semi-skilled and un- skilled) on contract/ daily wages basis for carrying out day to day activities under jurisdiction of Sambalpur Municipal Corporation. The categories are not exhaustive and could be changed time to time as per requirement.

2. The period of contract for providing the aforesaid manpower is likely to commence from **01.01.2024** and will continue for one year. It may be curtailed/ terminated before contract period owing to deficiency in service or any other deviation made to the contract, substandard quality of manpower deployed by the selected Service Provider Agency. SMC however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider Agency.

3. The manpower would be required for various levels of posts such as Watchman, Mali, Sweepers, Drain gang, driver, loader any other Highly skilled, skilled, semi-skilled and unskilled manpower. The selected Agency will provide manpower of requisite qualification and experience as per the Govt. guideline, as and when required for the post by the Sambalpur Municipal Corporation.

4. The manpower shall be on the pay roll of the Agency. The Agency shall be responsible for payment of fixed emoluments/ wages to the manpower every month in time as per government policy and guidelines/ wage policy time to time.

5. The requisition will be given to the Agency by SMC as per need/ requirement from time to time during the contract period. The Agency will give a list of manpower which is at least 3 times of the requirement. The list should be accompanied with detailed information of manpower within stipulated period specified in the requisition.

6. In case of poor performance of any manpower, SMC will inform the Agency to withdraw the person/ persons and replace by better manpower immediately, to the satisfaction of SMC.

7. The Agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking in writing regarding the verification done. No person with criminal antecedent/criminal & vigilance cases shall be deployed.

8. The Agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The Agency shall at all times indemnify and agree and undertake to defend and hold SMC, 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 Agency and SMC.

9. The interested bidders may visit SMC office on any working day between 10.00 AM to 5.30 PM (Office Hours) to have thorough knowledge of the work to be performed before preparation and submission of the bid.

**ELIGIBILITY CRITERIA**

Sl no	Eligibility Criteria	Supporting documents to be furnished along with the Technical bid
1	The bidder should be registered under appropriate authority (any one), such as:- a. Registered under the companies Act, 2013 b. Registered under the Indian partnership Act, 1932 c. Registered under the Indian Trust Act, 1882 d. Registered under the Societies Registration Act, 1860 e. Registered under the limited liability partnership Act, 2008	Certificate of incorporation/registration
2	The bidder must have at least five years in business ( up to the last date of submission of bid) for providing similar type of services to central/ state government/ Govt. autonomous body/ agencies/ societies/ corporate bodies .	Copies of the work order from previous authority
3	The Registered office/ Branch office of the service provider must be located within the Jurisdiction area of SMC	Valid address proof of the office (copy of the telephone / Electricity bill)
4	Must have average annual financial turnover of Rs. 50 lakh during the last 3 financial years as on dt. 31.03.2023. ( the average annual financial turnover should be twice the estimated cost of service)	Copies of audited income/expenditure statement and balance sheet for concerned period (duly certified by CA)
5	Must have its own bank account in any nationalize / private, commercial banks situated in Odisha	Copies of the passbook and transaction statement for last six months.
6	The Agency should not have been blacklisted by any Central / State Government, or any other public sector undertaking or a corporation as on the date of this tender notification.	An undertaking to this effect to be furnished by the bidder as per the prescribed format
7	Must not have any pending Judicial proceedings for any criminal offence against the proprietor / Director/ Persons to be deployed by the Service provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format
8	Must have registered with EPF & ESI	<ul style="list-style-type: none"><li>• Copies of EPF &amp; ESI registration Certificate</li></ul>
9	Other statutory documents	Photocopies of <ul style="list-style-type: none"><li>• PAN</li><li>• GSTIN</li><li>• IT return for the last three years duly certified by CA</li></ul>

## **10. Statutory Rules, Acts and Regulations**

- a. The Agency shall indemnify SMC 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 or, any other Acts, Rules and Policies as applicable.
- b. The Agency (Manpower Service Provider Agency) shall provide safety equipment (protective gears), safety belt, Gumboots, Raincoats, Torch Light etc. as and when required for their workmen for smooth discharge of responsibilities as entrusted to them.
- c. The Agency shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract. SMC shall no way be responsible for any of the accidents.
- d. The Agency shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker.
- e. For any failure of implementing the statutory rules and regulations by the Agency, SMC reserves the right to recover the same from the bills and security deposit of Agency.
- f. Any violation of Agency towards payment wages, EPF/ESI Contributions as per Act and agreement, if brought to the notice of the authority of SMC, it would be referred to Labour Department for taking legal action against the concerned Agency and without prejudice to the right of SMC to terminate the contract in such Cases.

### **B. Submission of Bid**

The proposal complete in all respect as specified must be accompanied with a Non-refundable amount **Rs.10,000/- (Rupees ten thousand)** (inclusive of GST) towards application Fee and **EMD of Rs. 50,000/- (Rupees fifty thousand)** in form of two separate Demand Draft in favour of **Commissioner, Sambalpur Municipal Corporation** drawn in any nationalised/ private, commercial bank and **payable at Sambalpur**, failing which, the bid will be out rightly rejected. The bid should be sent through Speed Post/ Registered Post/ Courier so as to reach the authority by 15.12.2023 by 5.30 P.M.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract. The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing "Technical Bid" (name of the service) and "Financial Bid" (name of the service). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Document- {Name of the service)".

Selected bidder will have to deposit a **Performance Security Rs. 1,00,000/- (Rupees one Lakh Only)** in the form of **Performance Bank Guarantee** from any nationalised/ private, commercial Bank situated within Odisha in favour of **Commissioner, Sambalpur Municipal Corporation** as per the prescribed format provided in the tender document for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the Contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

### **C. List of Documents for submission**

Bidders are required to furnish the following documents along with the Technical Bid:

Sl. No.	Documents list
1	Cover letter- <b>Schedule-1</b>
2	Bidder information- <b>Schedule-2</b>
3	Self attested copy of tender document
4	Tender paper cost of Rs.10,000/-
5	EMD of Rs.50,000/-
6	Copy of PAN and GST registration
	Copy of Certificate of Incorporation/Registration of the firm/Agency and also office address should be registered under Shop & Commercial Establishment Act.
7	Labour license copy
8	EPF registration copy and deposit challan for 100nos. workers
9	ESIC registration copy
10	Audited profit loss and balance sheet
11	Income tax return of last three years
12	Bidder turn over certified by CA <b>Schedule-3</b>
13	Bidder net worth certificate by CA <b>Schedule-4</b>
14	Work experience <b>Schedule-5</b>
15	Local address proof or undertaking for opening of branch office as per <b>schedule-6</b>
16	Undertaking for non-blacklisted as per <b>schedule-7</b>
17	Certificate of no relationship as per <b>schedule-8</b>
18	Information regarding current litigation debarring expelling of quotation or abandonment of work by the bidder <b>Schedule-9</b>
19	Bidder legal status as per <b>schedule-10</b>
20	Declaration of no conflict of interest <b>Schedule-11</b>
21	Declaration <b>Schedule-12</b>

Any deviation from the prescribed procedures /required information/ formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.

All entries along with the pages in the bid document should be legible, filed-in clearly and signed by the authorised representative. If the Agency for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached.

The technical Bid will be opened on 16.12.2023 at 4.30 p.m . In presence of the authorised representatives of the bidder who wish to be present on the spot at that time.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of 180 days from the date of opening of the bids and no request for any variation 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.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of 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.

However, the decision of the authority shall be final during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed/ provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids terminate the tender process without assigning any reason thereof.

11. Interested Manpower Service Providers may submit tender document complete in all respects along with Earnest Money Deposit (EMD) of 50,000/- and other requisite documents by Bank Draft at 5.30 P.M on dtd. 15.12.2023 to Commissioner, Sambalpur Municipal Corporation, Sambalpur-768006 through Regd. Post/speed post only. The authority shall not be held responsible for any postal delay.

12. The Authority reserves the right to reject any or all the tenders/ Bids and approves / accept any tender/ Bid without assigning any reason thereof.

13. The important datelines relating to Tender for providing Manpower Services to Sambalpur Municipal Corporation.

A	Period of issue of tender	.	01.12.2023
B	Last date and time for submission of tender document	.	15.12.2023 upto 5.30pm
C	Date and time for opening of technical bid	.	16.12.2023 at 4.30pm
D	Date and time for opening of financial bid	.	To be intimated later
E	Likely date for commencement of deployment of required manpower	.	01.01.2024

14. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (self attested), along with the Technical Bid, failing which their bids shall be summarily/ outrightly rejected and will not be considered any further:

a. Registration certificate of the applicant organization; i.e. (i) Copy of contract Labour (Regulation of Security Agency under Companies Act 1956)/Registrar of Firms, Odisha/Private Security Agencies (Regulation) Act 2005.

b. Copy of PAN;

c. Copy of the IT return filed for the last three financial years (Duly Certified by CA);

d. Copies of EPF and ESI certificates;

e. Copy of the GST registration Certificate;

f. Certified extracts of the Bank Account containing transactions during last three years;

15. All entries in the tender form should be legible and filled clearly. if the Agency for furnishing information is in sufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid and Financial Bid form. In such cases, the tender shall be summarily rejected.

16. The Technical bids shall be opened on the schedule date and time at 4.00 pm on \_\_\_\_\_ in the conference hall of office of the Sambalpur Municipal Corporation, Durgapali, Sambalpur in the presence of the representatives of the bidders if any, who wish to be present on the spot at that time.

17. The Financial Bid of only those tender will be opened whose Technical bids are found in order. They will be intimated after evaluation of technical bid in presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.
18. **In case more than one bid is quoted with same quoted price and the quoted price of them becomes the lowest, then the tender accepting authority will finalize the tender through a transparent lottery system in presence of authorized representatives of bidders.**
19. The competent Authority of the Sambalpur Municipal Corporation reserves the right to cancel any or all bids without assigning any reason thereof.

## **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 age of staffs deployed by the Service providing agency should not be less than 18years and should not be more than 60years.**
5. The manpower 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 District Manager.
6. 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.
7. The requirement may further increase or decrease marginally, 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 currency of contract or its extended period.

8. 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 AGENCY apart from termination of the Agreement forthwith.
9. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
10. The persons deployed shall be required to report for work at scheduled time as directed by Municipal Commissioner, Sambalpur Municipal Corporation or any other officer concerned. 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.
11. The person deployed should have to give service throughout the year irrespective of the holidays.
12. 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.
13. The service provider shall provide sanitation materials like Broom (Jhadu), drain brush, axe, bucket, belcha, fauda etc. to the person deployed for cleaning of road and drain or lifting of waste.
14. The Manpower Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Head Office of Sambalpur Municipal Corporation 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 Sambalpur Municipal Corporation shall be that of the Manpower Service Provider and the SMC 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 Sambalpur Municipal Corporation.
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 Sambalpur Municipal Corporation.
18. The Manpower Service Provider is supposed to make expenditure for sponsoring the manpower to the SMC, Sambalpur. Such expenditure may include amount spent on making phone calls, letters, travelling to different offices / 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 SMC. Moreover, SMC shall recover Income Tax TDS as

applicable from the bills of the AGENCY/MSP. 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 SMC 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 Sambalpur Municipal Corporation 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 Municipal Commissioner, Sambalpur Municipal Corporation and an Authorized representative of the Manpower Service Provider.
20. The SMC 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 Sambalpur Municipal Corporation.
24. The Manpower Service Provider must be registered with the concerned govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation 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 SMC.
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 corporation 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 bidder 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 Sambalpur Municipal Corporation 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. Corporation 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 Sambalpur Municipal Corporation 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 Sambalpur Municipal Corporation.
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 Corporation 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 Sambalpur Municipal Corporation to the AGENCY.
33. In case the Manpower service provider fails to comply with any liabilities under appropriate law and as a result there of, the corporation is put to any loss obligation, monetary or otherwise, the SMC 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 Corporation 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 Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of AGENCY.

### **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. 50,000/- (Rupees fifty thousand) in the form of Demand Draft / Bankers Cheque drawn in favour of Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur payable at Sambalpur, 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 07 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
37. The selected bidder shall execute an agreement on deposit of required security amount within the time allowed by the Municipal Commissioner, Sambalpur Municipal Corporation. If the bidder fails to execute agreement, the EMD shall be forfeited.
38. 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.
39. The EPF, ESI, TDS and GST will be applicable as per the govt. norms from time to time.
40. **In case more than one bid is quoted with same quoted price and the quoted price of them becomes the lowest, then the tender accepting authority will finalize the tender through a transparent lottery system in presence of authorized representatives of bidders.**

**41. PAYMENT TO SERVICE PROVIDING AGENCY**

- 41.1. The SMC office shall prepare the absentee statement of the support staff engaged in the office by 3rd day of succeeding month of engagement.
- 41.2. 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.
- 41.3. The Service Provider Agency shall make payment to the support staff engaged by 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.
- 41.4. 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 <sup>th</sup> 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, SMC.

- 41.5. The service provider Agency shall also deposit EPF & ESI of both employer and employee share within 15<sup>th</sup> day of the month of payment for support staff engaged from their account and prefer the bill to the Head office, Sambalpur Municipal Corporation 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 <sup>th</sup> 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.

- 41.6. 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, Sambalpur Municipal Corporation.
- 41.7. 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 of previous month is attached to the claim bill.
- 41.8. 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.
- 41.9. The Manpower Service Provider shall submit before the office of the Sambalpur Municipal Corporation, 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.
- 41.10. 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.
- 41.11. To ensure payment as at clause 38 the service providing Agency shall open one bank account in the headquarter at Sambalpur. The payment from SMC will be made by way of online transfer only.
42. 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 Sambalpur Municipal Corporation.
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 Sambalpur Municipal Corporation 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 Sambalpur in the district of Sambalpur, 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 Sambalpur.

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**Documents to be submitted in the following manner**

COVER-A			
Sl. No.	Documents list	Submitted YES/NO	Page.no.
1	Cover letter- <b>Schedule-1</b>		
2	Bidder information- <b>Schedule-2</b>		
3	Self attested copy of tender document		
4	Tender paper cost		
5	EMD of		
6	Copy of PAN and GST registration		
	Copy of Certificate of Incorporation/Registration of the firm/Agency and also office address should be registered under Shop & Commercial Establishment Act.		
7	Labour license copy		
8	EPF registration copy and deposit challan for 100nos. workers		
9	ESIC registration copy		
10	Audited profit loss and balance sheet		
11	Income tax return of last three years		
12	Bidder turn over certified by CA <b>Schedule-3</b>		
13	Bidder net worth certificate by CA <b>Schedule-4</b>		
14	Work experience <b>Schedule-5</b>		
15	Local address proof or undertaking for opening of branch office as per <b>schedule-6</b>		
16	Undertaking for non-blacklisted as per <b>schedule-7</b>		
17	Certificate of no relationship as per <b>schedule-8</b>		
18	Information regarding current litigation debarring expelling of quotation or abandonment of work by the bidder <b>Schedule-9</b>		
19	Bidder legal status as per <b>schedule-10</b>		
20	Declaration of no conflict of interest <b>Schedule-11</b>		
21	Declaration <b>Schedule-12</b>		
22	Financial proposal <b>Proposal-1</b>		

- The above format should be the page 01 of the Cover-A
- All the documents submitted by the bidder should be as per above manner.
- Tearing or overwriting of any document found in cover should be rejected.

**Cover Letter**

To

The Municipal Commissioner,  
Sambalpur Municipal Corporation

Sub: Selection of Agency for providing manpower service in Sambalpur Municipal Corporation, Odisha

Dear Sir,

With reference to your Invitation for Bid no. \_\_\_\_\_ dated \_\_\_\_\_, We having examined the bid document and understood its contents, hereby submit our bid for the aforesaid Project.

1. The Bid is unconditional and unqualified
2. All information provided in the Bid Document and Schedules is true and correct and all documents accompanying Bid Document are true copies of their respective originals.
3. We shall make available to SMC any additional information it may find necessary or require to supplement or authenticate the Bid Document.
4. We acknowledge the right of SMC to reject our Bid Document without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We declare that:
  - a) We have examined and have no reservations to the conditions and terms laid down in the Bid Document, including any Addendum issued by SMC.
  - b) We do not have any conflict of interest in accordance with provisions of the Bid Document;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. We understand that you may cancel the Bid Process at any time and that you are not bound to accept the bid that you may receive without incurring any liability to the bidder, in accordance with provisions of the bid document.
7. We undertake that in case due to any change in facts or circumstances during the selection process, we shall intimate SMC of the same immediately.
8. We hereby irrevocably waive any right which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by SMC in connection with Bid Process, in respect of the above mentioned Assignment and the terms and implementation thereof.
9. We agree and undertake to abide by all the terms and conditions of the Bid Document.
10. We have studied all the document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by SMC or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of Assignment.
11. We agree to keep this offer valid for 180 days from the Bid Document Due Date specified in the RFP.
12. We agree and undertake to abide by all the terms and conditions of the bid document.

In witness thereof, we submit this bid document under and in accordance with the terms of the bid document.

Yours faithfully  
Stamp & Signature of the Bidder

**Schedule-2****BIDDER PROFILE**

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	MR/DD NO_____/ DT___/___/___ DRAWN IN BANK_____
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	
8.GSTIN (Attached self attested copy)	
8.Statutory Registration No (Under License and contract labor act 1970 obtained from labor department government of Odisha) (self attested copy)	
9.EPF Registration No (self attested copy)	
10.ESI Registration No (self attested copy)	

Stamp &amp; Signature of the Bidder

**Annual turnover certificate**

**To**

**The Municipal Commissioner  
Sambalpur Municipal Commissioner**

**Subject: Annual Turnover certificate**

Average Annual turnover of (in INR) during the last three Financial Years.  
(copy of three Audited Financial Statements and annual Income Tax return  
Document of last three financial year are attached)

<b>Financial Year</b>	<b>Annual Turnover (INR)</b>

Place:

Date:

Seal

**Signature of the Bidder**

Name/Organization

**Net worth certificate****To****The Municipal Commissioner  
Sambalpur Municipal Commissioner****Subject: Net worth certificate**

Annual Net worth certificate of (in INR) during the last three Financial Years. (copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year are attached)

<b>Financial Year</b>	<b>Net Worth (INR)</b>

Place:

Date:

Seal

**Signature of the Bidder**

Name/Organization

**Schedule-5****Bidders Experience**

**THE BIDDER TO SUBMIT THE SIMILAR PROJECT EXPERIENCE AS UNDER  
AND ALSO GIVE DETAILS AS PER FORMAT GIVEN HERE**

<b>SN</b>	<b>Name of Client and Address</b>	<b>Project details</b>	<b>Total Value of Project cost in Rs.</b>	<b>Work order issued/Agreement signed on (date) (Attach Work Order and Commissioning Certificate)</b>	<b>Financial Year of Implementation With contract date</b>

Note: The self-attested photo copy of work order/Agreement/performance certificate should be attached

seal

Signature of Authorized Person and

**Undertaking for local address**

In Bidder letter head

I do hereby undertake that our organisation shall open and branch office within Sambalpur Municipal Corporation Jurisdiction within 15 days of receiving of LOA and submit the relevant document in this regard to SMC office.

Place:

**Signature of the Bidder**

Date:

Name/Organization

Seal



**Schedule-7**

**UNDERTAKING FOR NON-BLACKLISTED**

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary/Magistrate/Oath Commissioner regarding non-blacklisting)

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs).



Yours sincerely

Authorized Signature  
(in full and initials)

**CERTIFICATE OF NO RELATIONSHIP CERTIFICATE**

I/We hereby certify that I/we am/are related/not related to any officer of the Sambalpur Municipal Corporation in the rank of Deputy Commissioner or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD I/We shall be liable to make good loss or damage resulting from such cancellation.

**Full Name of the Applicant-**

1. Address for correspondence

Phone No-

Alternative phone No-

2. Permanent Native address

Village-.....

Post...../ Dist.....

Pin code.....



**Signature of the applicant**

**Schedule-9**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING  
OF QUOTATIONED OR ABANDONMENT OF WORK BY THE QUOTATIONER**

1. Is the bidder currently involved in any litigation relating to the works Yes/ No

If yes: give details:

2. Has the bidder or any of its constituent partners been debarred! Yes/ No

Expelled by any agency in India during the last 10 years.

3. Has the bidder or any of its constituent partners failed to perform on any contract work in Sambalpur Municipal Corporation If yes, give details: Yes/ No

**Note:**

**If any information in this Appendix is found to be incorrect or concealed qualification application will be summarily be rejected.**

**Signature of the applicant**

**UNDERTAKING**

(On the Bidder's Letter Head regarding not have any pending judicial proceeding for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/ Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Personnel/Manpower to be deployed by our company have not been convicted of any offence in any Court in India during the recent past. I understand that am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorized Signature  
(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

**Declaration for No Conflict of Interest**

We undertake that, in competing for (and, if the award is made to use, in executing) the project, we strictly observe the laws against fraud and corruption in force in India namely “prevention of corruption act, 1988” and its subsequent amendments thereof.

We hereby certify and confirm that in the presentation and submission of our bid, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regard as anti competitive.

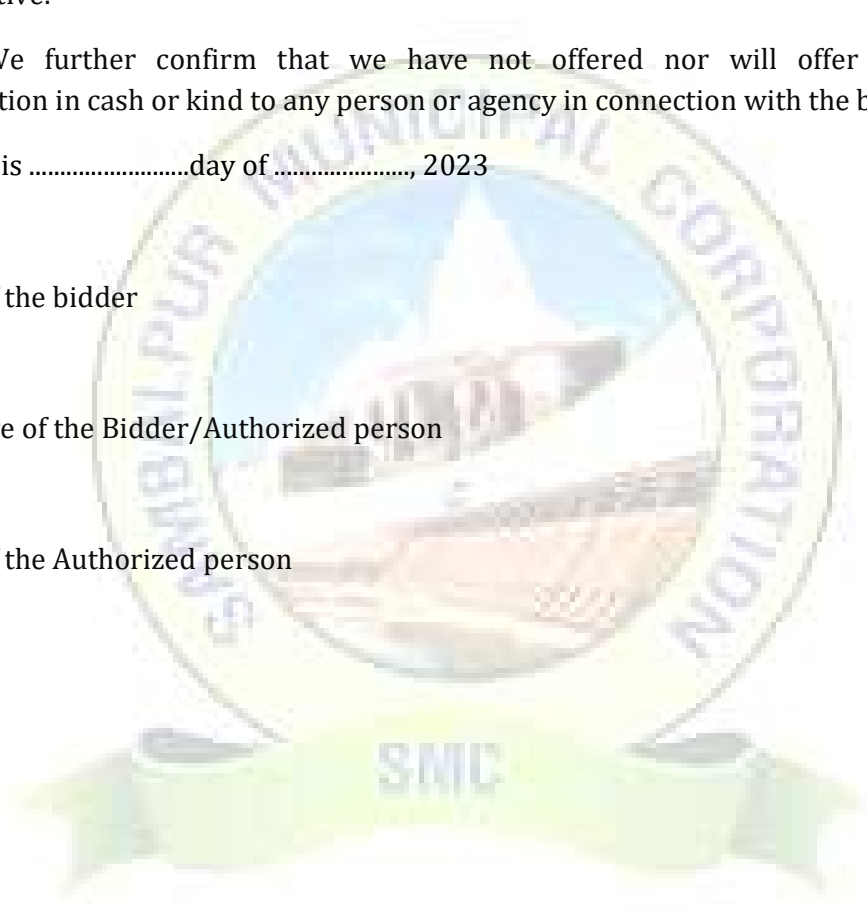
We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the bid.

Dated this .....day of ....., 2023

Name of the bidder

Signature of the Bidder/Authorized person

Name of the Authorized person



**DECLARATION**

I \_\_\_\_\_ Son/Daughter/ Wife of Shri \_\_\_\_\_ Proprietor/Director/authorised signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document.

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

2. 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 aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorised person

Name

Seal

Date:

Place:

FINANCIAL BID  
COVERING LETTER  
(BIDDER LETTER HEAD)

(Location Date)

To

The Commissioner,  
Sambalpur Municipal Corporation  
Durgapali, Sambalpur-768006.

Sub: Tender notice for empanelment of Registered Firms. Service Provider Agencies for providing manpower to the Sambalpur Municipal Corporation, Sambalpur on outsourcing basis.(Financial proposal)

Sir,

I, the undersigned, offer to provide the services for manpower to the SMC, Sambalpur on outsourcing basis in accordance with your Tender No.\_\_\_\_\_ Dated.\_\_\_\_\_. Our attached financial price is (insert amount s in words and figures) for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 180 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorised Signatory  
(In full and initials)

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

(FORM-F1)

APPLICATION FOR FINANCIAL BID

For providing manpower Assistance to Sambalpur Municipal Corporation

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

Sl	Manpower type	Take home remuneration	EPF	ESI	Other Statutory Dues If Any	Service Charge should be in percentage	Total
		A	B=13% of A	C=3.25% of A	D	E	A+B+C+D+E
1	High Skilled	Rs.502/-	13%	3.25%			
2	Skilled	Rs.442/-					
3	Semi skilled	Rs.392/-					
4	Un skilled	Rs.352/-					

- Service charge quoted by the bidder should be same for all categories.
- Service charge should not be less than equal to 0% and greater than 14.99%
- Service charge up to two decimal shall be taken into consideration.

Signature of the authorized person  
Name  
seal

Date:

Place:

N.B.

The total quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities are force at the time of entering into the contract.

The payment shall be made on end of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.