

MGNREGS ODISHA SOCIETY
PANCHAYATI RAJ & DRINKING WATER DEPARTMENT
GOVERNMENT OF ODISHA

TENDER DOCUMENT

For providing Services of *Data Entry Operator, Peon, Security Guard* and *Night Watchman* to *MGNREGS Odisha Society* of PR & DW Department, SIRD Campus, Unit-8, Bhubaneswar by a private Manpower Service Provider.

Activities of the Tender Process	Date
a. Last date and time for submission of Tender document	25.09.2019, 05.30 PM
b. Date and Time for opening of	
i. Technical Bid	26.09.2019, 11.00 AM
ii. Financial Bids of eligible Bidders	27.09.2019, 11.00 AM
c. Likely date for commencement of deployment of required manpower	To be decided on the day of award of Contract.

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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The MGNREGS Odisha Society of Panchayati Raj and Drinking Water Department, SIRD Campus, Unit-8, Bhubaneswar-751012 requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of **Data Entry Operator, Peon, Security Guard** and **Night Watchman** on contract basis for day to day work of cell.
2. The rates/ contract for providing the aforesaid manpower will be valid for a period of one year from the date of Contract. No adjustment of rates will be applicable within the time period. The contract may be extended on satisfactory performance and at the discretion of MGNREGS Odisha Society.
3. The MGNREGS Odisha Society of Panchayati Raj and Drinking Water Department has tentative requirement of the following Manpower, which may be further increased or decreased and coterminous with the Scheme.
 - DEO - 2 nos.
 - Peon - 5 nos.
 - Security Guard - 3 nos.
 - Night Watchman - 1 no.
4. The estimated cost of the contract is 15,00,000/- (*Excluding Employer's Share of contribution towards EPF & ESI*), Technical Bid must necessarily be accompanied with the EMD and Tender Paper cost of the service provider in the shape of Demand Draft drawn in favour of **MGNREGS Odisha Society**, failing which the tender shall be rejected summarily.
5. **Earnest Money Deposit (EMD) & Cost of Tender Paper:-** The Interested Manpower Service Providers may submit the tender document complete in all respects alongwith **Earnest Money Deposit (EMD) of Rs.30,000/-**(which is refundable without interest) and Tender Paper cost of **Rs.500/- (non-refundable)** and other requisite documents by **25.09.2019** up to 05.30 PM at MGNREGS Odisha Society of PR & DW Department, SIRD Campus, Unit-8, Bhubaneswar-12.
6. The various crucial dates relating to “Tender for providing Manpower Services to the MGNREGS Odisha Society, Panchayati Raj and Drinking Water Deptt., SIRD Campus, Unit-8, Bhubaneswar 751012” are cited as under:

Activities of the Tender Process	Date
a. Last date and time for submission of Tender document	25.09.2019, 05.30 PM
b. Date and Time for opening of	
iii. Technical Bid	26.09.2019, 11.00 AM
iv. Financial Bids of eligible Bidders	27.09.2019, 11.00 AM
c. Likely date for commencement of deployment of required manpower	To be decided on the day of award of Contract.

7. 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/ Financial Bid**”. Both sealed envelopes should be kept in a third sealed envelope superscribing.

“Tender for providing Manpower Services to MGNREGS Odisha Society of PR& DW Department”.

8. The Earnest Money Deposit (EMD) of Rs.30,000/- (**Rupees Thirty Thousand only**), refundable (without interest), should necessarily accompanied with the Technical Bid of the Service Provider in the shape of Demand Draft drawn in favour of *MGNREGS Odisha Society* failing which the tender shall be summarily rejected.

9. **Performance Security Deposit:-** The successful tenderer will have to deposit a Performance Security Deposit of Rs.75,000/- (Rupees Seventy five Thousand only) in the shape of Bank Guarantee from any Nationalised Bank drawn in favour of *MGNREGS Odisha Society* covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed or fresh guarantee of the same amount by the successful tenderer.

10. **Documents to be attached with the Technical Bid:-** The tendering Man Power Service Providers are required to enclose photocopies of the following self-attested documents along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered further:**

- a. Copy of Labour Registration Certificate
- b. Copy of Registration Certificate of the Company/ Firm/ Organisation;

- c. Copy of GST Registration Certificate
- d. Copy of last three Financial years audited Statement of Annual Turnover
- e. Copy of PAN Card
- f. Undertaking that Firm is not debarred/ blacklisted by Government
- g. Copy of the IT return filed for the last three financial years;
- h. Copy of EPF Certificate
- i. Copy of ESI Certificate
- j. Copy of last GST Return
- k. Copy of the proper License for Security Guards under PASARA Act, 2005

11. The conditional bids shall not be considered at any cost and will be out rightly rejected at the very first instance.
12. All entries in tender form should be legible and filled up clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date 24.09.2019 and at 11.00AM the Conference Hall of MGNREGS Odisha Society, SIRD Campus, Unit-8, BBSR in the presence of the bidders or the authorised representatives of the Manpower Service Providers, if any.
14. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids **shall be opened on the scheduled date and time** at the Conference Hall of MGNREGS Odisha Society, SIRD Campus, Unit-8, BBSR in the presence of the bidders or the authorised the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the MGNREGS Odisha Society, Panchayati Raj & DW Department reserves the right to reject any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specification.
 - a. The registered office or one of the Branch offices of the manpower service provider should have been located within Bhubaneswar Municipal Corporation area.
 - b. The should have obtained necessary License for Security Guards under PASARA Act, 2005
 - c. They should have been registered with the appropriate registration authority
 - d. They should have at least **five years**' of experience in providing manpower to Government Department, Public Sector Companies / Banks etc;
 - e. They should have their own Bank Account;
 - f. They should have been registered with Income Tax and GST.
 - g. They should have been registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - h. Execution of contracts of similar type during preceding **3 years** of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE MGNREGS
ODISHA SOCIETY OF PR & DW DEPARTMENT, SIRD CAMPUS, UNIT-8,
BHUBANESWAR**

* * *

Detailed description of the required Manpower is given below:-

Type of Manpower required	Data Entry Operator	Peon	Night Watchman	Security Guard
Nos. of Manpower required	2	5	1	3
Age Limit	Not less than 18 and not more than 45 years of age	Not less than 18 years of age	Not less than 18 and not more than 45 years of age	Not less than 18 and not more than 45 years of age
*Take Home Remuneration per person per month	Should not be less than Rs.8880/-	Should not be less than Rs.8070/-	Should not be less than Rs.8070/-	Should not be less than Rs.8070/-
Minimum Qualification	At least Graduate with PGDCA, With one year experience.	At least Class-VIII pass	At least Class-VIII pass	At least Class-VIII pass
Job Description	They will be directly responsible to the Additional Director, MGNREGS Odisha Society. They will be deployed at PMU or any other Unit of the Society to perform the official works as assigned by the Authority.	They will be directly responsible to the Additional Director, MGNREGS Odisha Society. They will be deployed at different Sections/ Officers of the Society to perform the official works as assigned by the Authority.	He will be directly responsible to the Additional Director, MGNREGS Odisha Society. He will work during night as a custodian, caretaker of the Office furniture, stationeries etc. He will also switch of the Electrical Equipment which are of no use during the night	They will be directly responsible to the Additional Director, MGNREGS Odisha Society. They will be deployed at the Main Gate and Entrance of the Office. They will provide overnight security for the Office Building. They will manage parking of vehicles properly and maintain proper register of Visitors.

*Take home remuneration includes Employer's share of contribution towards EPF and ESI.

**APPLICATION – TECHNICAL BID
FOR PROVIDING MANPOWER SERVICE TO MGNREGS ODISHA
SOCIETY OF PANCHAYATI RAJ DEPARTMENT, SIRD CAMPUS, UNIT-8,
BHUBANESWAR.**

1. Name of the Tendering Manpower Service Provider: _____
2. Details of Tender Paper Cost: DD No. _____ date _____
of Rs. _____, drawn on Bank _____.
3. Details of Earnest Money Deposit: DD No. _____ date _____
of Rs. _____,
Drawn on Bank _____.
4. Name of proprietor/ Partner/
Director: _____

5. Full Address of Registered Office: _____

Telephone No. _____
Fax No. _____
E-Mail Address _____
6. Full address of Operating/
Branch Office _____

Telephone No.: _____
Fax No. : _____
E-Mail Address : _____
7. Name and Designation of the authorised
Officer / person to liaise with MGNREGS Odisha Society
with telephone No. and Mobile No. _____
8. Banker of Manpower Service Provider: _____
(Attached certified copy of Statement of _____
A/c for the last Three years) _____
Telephone Number: _____
of Banker _____
9. PAN No. _____
(Attach attested copy) _____
10. GST Registration No.: _____
(Attached attested Copy) _____
11. EPF Registration No.: _____
(Attach attested Copy) _____

12. ESI Registration No.: _____
(Attach attested copy):
13. Security License No.: _____
(Attach attested copy):
14. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years (Audited Financial Statements must be attached).

Financial Year	Amount (Rs.Lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

15. Additional information, if any:
(Attach separate sheet if space provided in insufficient)
16. 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 client, address, telephone & Fax No.	Manpower Service Provided		Nature of work	Amount of contract (In rupees)
		Type of manpower provided	No		
(1)	(2)	(3)	(4)	(5)	(6)

NB:-

- (1) The information at Col.3 of the above Table (i.e. type of manpower) should be clearly filled up with the designation i.e. **Data Entry Operator, Peon, Night Watchman and Security Guard** etc.
- (2) Work Order and copy of the Agreement signed with the Clients should be submitted in support of the information filled in Col.6 of the above Table.

17. Additional information, if any
(Attach separate sheet, if required)

Date:
Place:

Signature of authorised person
Name:
Seal:
Tel:
Mob:

DECLARATION

1. I, _____, Son/ Daughter / _____ / wife of Shri _____ Proprietor/ Director/ Authorised signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorised person

Date:

Full Name

Place:

Seal:

Tel:

Mob:

APPLICATION FOR – FINANCIAL BID

For Providing Manpower Service to MGNREGS Odisha Society of Panchayati Raj & DW Department, SIRD Campus, Unit-8, Bhubaneswar.

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

Sl. No.	Type of Manpower required	Monthly rate per person per month (In Rs.)					
		*Take home remuneration	EPF/ ESI (Employee's share)		Other statutory dues, if any	#Service Charge	Total [Col.3+Col.4+ Col.5+ Col.6+ Col.7]
			EPF	ESI			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	DATA ENTRY OPERATOR						
2	PEON						
3	SECURITY GUARD						
4	NIGHT WATCHMAN						

***Take home remuneration** includes Employer's share of contribution towards EPF and ESI and should not be less than **Rs.8880/-** for **Data Entry Operator** and **Rs.8070/-** for **Peon, Security Guard** and **Night Watchman**.

#The Service Charges must not be Zero or unreasonably low to carry out any service providing work.

Date:

Place:

Signature of authorised person

Full 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 contract. The total rate quoted should be rounded off to next rupees.
2. The payment shall be made on conclusion of each calendar month subject to submission of Bills by the Agency only on the basis of no. of working days for which duty has been performed by each manpower.

EVALUATION AND SELECTION CRITERIA

1. **Evaluation of Technical Bid**:- Technical Bid shall be evaluated first for those Bidders who fulfil the eligibility criteria basing on their credentials taking into consideration the information submitted by them. A Bidder has to score minimum 70 marks in the evaluation of technical bid to qualify for financial bid evaluation. *In case, a Bidder scores more than 100 marks in the Technical Bid, it will be rounded off to 100.* The Technical Bids will be evaluated technically as per the criteria and scoring pattern mentioned below:-

Sl. No.	Particulars of Technical Criteria	Maximum Score	Scoring Pattern
1	Average Annual Turnover in last three financial years ending on 31.03.2019	30 marks	<ul style="list-style-type: none">• <=Rs.50 Lakh : 10 marks• Rs.50 Lakh to Rs.1 Crore : 15 marks• Rs.1 Crore to Rs.2 Crore : 20 marks• Rs.2 Core to Rs.5 Crore : 25 marks• More than Rs.5 Crore : 30 marks
2	Assignments undertaken in providing similar manpower support to State/ Central Government Organisations during the last Five Years	40 marks	<ul style="list-style-type: none">• Assignment value of rupees <= 50 Lakh :20 marks• Assignment value of Rs.50 Lakh to Rs.1 Crore: 25 marks• Assignment value of Rs.1 Crore to Rs.2 Crore: 30 marks• Assignment value of Rs.2 Crore to Rs.5 Crore: 35 marks• Assignment value of rupees more than 5 Crore: 40 marks
3	Assignments undertaken in providing similar manpower support to Organisations other than the State/ Central Government/ PSUs during the last Five Years	30 marks	<ul style="list-style-type: none">• Assignment value of rupees <= 50 Lakh :10 marks• Assignment value of Rs.50 Lakh to Rs.1 Crore: 15 marks• Assignment value of Rs.1 Crore to Rs.2 Crore: 20 marks• Assignment value of Rs.2 Crore to Rs.5 Crore: 25 marks• Assignment value of rupees more than 5 Crore: 30 marks

2. **Evaluation of Financial Bid**:- Bidders qualifying in the Technical Evaluation will be eligible for Financial Bid opening and evaluation. In the Financial Bid, the Bidder with the lowest Bid Value shall be recommended for award of the contract. In case of two Bidders quoting the same lowest price (Bid Value) in the Financial Bid, then the Bidder securing the highest mark in the Technical Evaluation shall be awarded the Contract. Similarly, in case of two Bidders quoting the same lowest price in the Financial Bid and securing same marks in the Technical Evaluation, the Bidder having the higher annual average turnover shall be recommended for the contract.

TERMS AND CONDITIONS

GENERAL

1. The successful bidder will enter into an agreement with the MGNREGS Odisha Society of Panchayati Raj & DW Department for supply of suitable and qualified manpower as per requirement on the above terms and conditions.
2. The Agreement shall commence from **the date (to be specifically mentioned in the Agreement Paper)** and shall continue till **one Calendar year** 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 requirement.
3. The Agreement shall automatically expire on **the date (to be specifically mentioned in the Agreement Paper)** unless extended further by the mutual consent of the Manpower Service Provider and the authority.
4. The agreement may be extended, on the same terms and conditions or with some addition/ deletion/ modification, for a further specific period mutually agreed upon by the Manpower service provider and the authority on the basis of the performance of the Agency and need of MGNREGS Odisha Society.
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 authority.
6. The MGNREGS Odisha Society of Panchayati Raj and Drinking Water Department at present has tentative requirement of *the Manpower as detailed below*. The requirement may be further increased or decreased marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
 - DEO - 2 nos.
 - Peon - 5 nos.
 - Security Guard - 3 nos.
 - Night Watchman - 1 no.
7. 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 document so furnished by the Manpower Service Providing Agency 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.

8. The Authority reserves the right to terminate the agreement during initial period also after giving **15 days'** notice to Manpower Service Provider.
9. In case of any replacement of personnel, the outgoing resource must provide 2 weeks of handholding support to the fresh incumbent to ensure continuity and smooth knowledge transfer. No post should remain vacant at any time.
10. The person deployed shall be required to report for work **by the scheduled time** and would **leave after the scheduled time of departure** and may also be required to work beyond **that time** for which he would not be paid any extra remuneration. ***In case, the person deployed remains unauthorisedly absent from duty 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the MGNREGS Odisha Society of PR & DW Department for providing services of the persons deployed could be availed without any disruption / work dislocation.
12. The entire financial liability in respect of manpower services deployed in the MGNREGS Odisha Society of PR & DW Department shall be that of the Manpower Service Provider and the MGNREGS Odisha Society shall in no way be liable or responsible. It will be the responsibility of the Manpower Service Provider to pay to the person deployed ***a sum not less than the amount due to him/ her in each month*** and adduce such evidence as may be required by MGNREGS Odisha Society.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against MGNREGS Odisha Society.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolving disputes relating to persons deployed. The MGNREGS Odisha Society shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not addressed by the Manpower Service Provider the deployed person can place their grievance before a

Joint Committee consisting of a representative of the Department concerned and an Authorised representative of the Manpower Service Provider.

15. The MGNREGS Odisha Society shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in course of their performing the functions/ duties or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to receive any pay, perks and other facilities admissible to regular/ confirmed employees whatsoever at any time during or after expiry of the Agreement.
17. 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 service or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with MGNREGS Odisha Society under the provision of any rules and Acts. Undertaking from each person to that effect to be deployed shall be submitted by the Manpower Service Provider.
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of all the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of any 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, etc. wherever applicable.
21. The person deployed by the Manpower Service provider should have good antecedent and no criminal case should be pending against them. An under taking to this effect shall be submitted prior to deployment of Manpower.
22. 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 MGNREGS Odisha Society. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. The persons deployed shall, during the course of their work, maintain privacy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the power Service Provider as well as the person deployed liable for penal action under the laws besides, action for breach of contract.
24. The Manpower Service Provider shall be responsible for compliance of the statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the MGNREGS Odisha Society. The MGNREGS Odisha Society shall have no liability in this regard.
25. The manpower Service Provider shall also be liable for depositing all taxes. Levies, Cess etc., on account of service rendered by it to the MGNREGS Odisha Society of P.R & D.W. Department to the appropriate tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the MGNREGS Odisha Society of P.R & D.W Department for Official Record.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the MGNREGS Odisha Society or any other authority under Law.
27. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and certificate to this effect shall be provided to the MGNREGS Odisha Society.
28. The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill each month. Otherwise 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 MGNREGS Odisha Society.
29. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the MGNREGS Odisha Society is put to any loss/ obligation, monetary or otherwise, the MGNREGS Odisha Society will be

entitled to get the same 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.

30. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, on-payment of appropriate remuneration to the deployed persons and non-payment of statutory dues as per law. The MGNREGS Odisha Society shall have no liability towards non-payment of remuneration to the persons deployed by the Manpower Service Provider as well as the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the MGNREGS Odisha Society of Panchayati Raj & Drinking Water Department by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

31. **Earnest Money Deposit (EMD) & Cost of Tender Paper:-** The Technical Bid should be accompanied with an Earnest Money Deposit (EMD of Rs.30,000/- Rupees Thirty thousand) refundable without interest and Tender paper cost of Rs.500/- (Rupees five hundred only) (non-refundable) in the shape of Demand Draft drawn in favour of **MGNREGS Odisha Society**, failing which the tender shall be rejected out rightly.
32. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) will be returned to them without any interest. In case of successful tenderer i.e approved agency fails to deploy the required manpower against the requirement within 30 days from date of placing the order, the EMD shall stand forfeited automatically without giving any further notice.
33. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.75,000/- (Rupees Seventy Five Thousand Only)** in the shape of Bank Guarantee from any nationalised bank drawn in favour of **MGNREGS Odisha Society** covering the period of contract. *In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer or may furnish fresh bank guarantee. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.*

34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the appropriate authority of the MGNREGS Odisha Society of PR & DW Department 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 tentatively be released by the second week of the succeeding month.
36. The amount of penalty calculated @Rs.100/- per day on account of delay, if any providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month for which sole responsibility lies with the Manpower Service Provider.
37. The authority reserves the right to withdraw or relax any of the terms and condition mentioned above showing reason thereto, so as to overcome the problem encountered at a later stage.
38. The Agency is expected to provide professional, objective and impartial advice and in all time hold the interests of the State Government paramount, strictly avoid conflicts with any other assignments/ jobs or their own corporate interests and act without any consideration for future work.
39. In case any of the proposed personnel are found to be not performing or not meeting the expectations of the MGNREGS Odisha Society, the Agency shall find a replacement for the consultant. Mission Director, MGNREGS Odisha Society will evaluate the replacement profile and indicate the acceptance/rejection of the profile.
40. In the event of any dispute arise in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for final decision and the same shall be binding on all parties.
41. Any legal dispute arising out of this agreement is subject to Bhubaneswar jurisdiction only.

* * *

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Self-attested copy of registration of agency;
3. Copy of Labour Registration Certificate
4. Self-attested copy of PAN;
5. Self-attested copy of latest IT returns filed by agency;
6. Self-attested copy of GST registration certificate;
7. Self-attested copy of the proper License for Security Guards under PASARA Act, 2005;
8. Self-attested copy of the EPF registration letter/ certificate;
9. Self-attested copy of ESI registration letter/ Certificate;
10. Certified documents in support of financial turnover of the agency
11. Certified documents in support of entries in Sl. No.13 of Technical Bid application;
12. Copy of terms and conditions of at pages 14-19 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token in their acceptance.

DOCUMENTS TO PROVIDE BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of manpower short listed by agency for deployment in MGNREGS Odisha Society, Panchayati Raj and Drinking Water Department, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-Data of all persons.
3. Undertakings of each person to be deployed regarding no future claim for any benefit, absorption, regularisation of service any rule / Act in lieu of their Deployment in MGNREGS Odisha Society by the _____ (Name of the Manpower Service Provider).
4. Any other document considered relevant.
5. Undertaking, from each person to be deployed, regarding good police record and no criminal case is pending against them (**point No.21** of General Terms and Conditions.)
6. Performance Security Deposit as per **point No.33 & 34** of Terms and Conditions (Financial)