

**TENDER DOCUMENT FOR SELECTION OF MANPOWER
SERVICE PROVIDER FOR HIRING OF DATA ENTRY
OPERATORS-cum-OFFICE ASSISTANT AT DIFFERENT
LEGAL AID CELL, OSFDC Ltd BARGAH AND NIGHT
WATCHER-cum-SWEEPER FOR UPGRADED HIGH SCHOOL
OF ST & SC DEVELOPMENT DEPARTMENT IN BARGARH
DISTRICT**

Important Dates

| Sl. No. | Particular | Date and Time |
|---------|---|----------------------|
| 1 | Last Issuance of Tender Document | 14.01.2020 by 4.00PM |
| 2 | Last Date and Time for Submission of Bids | 15.01.2020 by 3.00PM |
| 3 | Technical Bid Opening | 16.01.2020 at 4.00PM |
| 4 | Financial Bid Opening | 16.01.2020 at 5.00PM |

7.12

4

CONTENTS OF TENDER DOCUMENT

| Sl. No. | Description of contents | Page Number |
|---------|---|-------------|
| 1 | Scope of work and general instruction for service bidders | 1 to 2 |
| 2 | Technical specifications for the service provider and the manpower to be deployed in the Different Legal Aid Cell of Bargarh District, OSDFC Ltd. Bargarh and in Upgraded High School | 3 to 4 |
| 3 | Technical Bid | 5 to 6 |
| 4 | Financial Bid | 7 |
| 5 | Terms and Conditions | 8 to 11 |
| 6 | Declaration | 12 |
| 7 | Chronological order for arrangement of documents | 13 |

7.02

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Welfare Office, Bargarh requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of Data Entry Operator-cum-Office Assistant and Night Watcher-cum-Sweeper on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from the date of signing of contract and would continue till completion of 1 year. The period of the contract may be further extended beyond 1 year. The authority reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Office has tentative requirement for 16nos of Data Entry Operator-cum-Office Assistant and 3nos of Night Watcher-cum-Sweeper.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with earnest money deposit (EMD) of **Rs.5000/- (Rupees Five thousand)only** and other requisite documents by 15.01.2020 upto 3.00 P.M. at District Welfare Office, Collectorate, Bargarh.
5. The various crucial dates relating to "Tender for Providing Manpower Service to the District Welfare Office, Collectorate, Bargarh-768028" are cited as under :

| Sl. No. | Particular | Date |
|---------|---|----------------------|
| 1 | Issuance of Tender Document | 14.01.2020 by 4.00PM |
| 2 | Last Date and Time for Submission of Bids | 15.01.2020 by 3.00PM |
| 3 | Technical Bid Opening | 16.01.2010 at 4.00PM |
| 4 | Financial Bid Opening | 16.01.2020 at 5.00PM |

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to District Welfare Office, Bargarh**" and "**Financial Bid for Providing Manpower Services to District Welfare Office, Bargarh**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to District Welfare Office, Bargarh**".
7. The earnest money deposit (EMD) of Rs.5000/- (Rupees Five thousand)only, refundable (without interest), should be necessarily accompanied with the technical bid of the service provider in the form of demand draft/ pay order drawn in favour of District Welfare Officer, Bargarh **failing which the tender shall be rejected summarily.**

9.02

8. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Gazetted Officer or self attested), along with the Technical Bid, **failing which their bids shall be summarily/ out right rejected and will not be considered any further:**
- (a) Registration certificate of the applicant organisation;
 - (b) Copy of PAN card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI certificate;
 - (e) Copy of the Service Tax registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years;
9. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
10. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids.
11. The Technical bids shall be opened on the scheduled date and time at 4.00PM on 16.01.2020 in the office chamber of Collector, Bargarh in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 5.00 PM on 16.01.2020 in the in the office chamber of Collector, Bargarh in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the sport at that time.
13. The Competent Authority reserves the right to cancel all bids without assigning any reason.
14. Bid with 'Nil' or very low Service charges can be treated as non-responsive bids which are liable to be rejected.
15. In the case of financial bids found tie/equal in all respect, the bids will be finalized on draw of lots in presence of the bidders/representatives.
16. Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.

7.02

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specification:
 - (a) They should be registered with the appropriate registration authority;
 - (b) They should have at least **two/three years** experience in providing manpower to Government Departments, Public Sector Companies/Banks etc;
 - (c) They should have their own Bank Account;
 - (d) They should be registered with Income Tax and Service Tax Departments;
 - (e) They should have valid GSTIN Number;
 - (f) Minimum turn over requirement per annum is Rs.10 Lakh;
 - (g) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts;
 - (h) The bidder should not have been black listed by any State Government or Central Government. A Self Declaration to this effect shall be submitted by the bidder in the prescribe format.

7.9.2

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE DISTRICT WELFARE OFFICE, BARGARH

•

1. She/he should be above 18 years of age and not exceeding 45 years.
2. The Minimum Educational Qualification for Data Entry Operator-cum-Office Assistant will be graduation in any discipline.
3. The Data Entry Operator should have well trained in MS Office and internet.
4. The Minimum Educational Qualification for Night Watcher-cum-Sweeper will be 7th Class pass.

9.12

APPLICATION – TECHNICAL BID

For Providing Manpower Service to District Welfare Office, Bargarh

1. Name of the Tendering Manpower Service Provider: _____
2. Name of Proprietor/ Partner _____

3. Full Address of Registered : _____

Phone Number _____
E-mail address _____
4. Full address of Operating/
Branch Office _____

Phone Number _____
E-mail address _____
5. Name & telephone no. of
Authorised officer/ person
to liaise with Field Office (s) _____
6. Bank of the Manpower Service Provider: _____
(Attach certified copy of statement of A/c for the last Three years)
Phone Number of Bank _____
E-mail address of Bank _____
7. PAN No. _____
(Attach attested copy)
8. Service Tax Registration No. _____
(Attach attested copy)
9. E.P.F. Registration No. _____
(Attach attested copy)
10. E.S.I. Registration No. _____
(Attach attested copy)
11. Financial turnover of the tendering **Manpower Service Provider** for the last 3 financial years.

| Financial Year | Amount (Rs. Lakhs) | Remarks, if any |
|----------------|--------------------|-----------------|
| 2016-17 | | |
| 2017-18 | | |
| 2018-19 | | |

12. Additional information, if any :
(Attach separate sheet)

202

13. 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, Phone no & E-mail address | Manpower services provided | | Amount of contract (Rs. Lakhs) | Duration of contract | |
|---------|--|----------------------------|-----|--------------------------------|----------------------|----|
| | | Type of manpower provided | No. | | From | To |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

Date:

Signature of authorised person

Place:

Name :

Seal:

0.02

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to District Welfare Office, Bargarh

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

| Sl. No. | Manpower Type | Monthly Rate per person | | | | | | |
|---------|--|-------------------------|-----|-----|-----------------------------|----------------|-------------|------------------|
| | | *Take home remuneration | EPF | ESI | Other statutory dues if any | Service charge | Service Tax | Total per person |
| 1. | Data Entry Operator-cum-Office assistant | 8880 | | | | | | |
| 2. | Night Watcher-cum-Sweeper | 8070 | | | | | | |

*Minimum take home remuneration per person should be Rs.8880/- only for Data Entry Operator-cum-Office assistant.

*Minimum take home remuneration per person should be Rs.8070/- only for Night Watcher-cum-Sweeper.

Date:

Signature of authorised person

Place:

Full Name:

Seal:

Notes:

1. The total quoted rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

7.02

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from the date of signing of the agreement for 1 year and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after completion of 1 year from the date of signing of contract unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions /modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Office, at present has tentative requirement of **16 nos** Data Entry Operator-cum-Office Assistant and **3nos** of Night Watcher-cum-Sweeper, on urgent basis. The requirement of the Office may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with this office so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Office concerned shall be that of the Manpower Service Provider and the Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Office concerned.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Office 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 can place their grievance before a Joint Committee consisting of a representative of the Office concerned and an Authorized representative of the Manpower Service provider.
13. The Office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
 14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
 15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
 16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
 17. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 is any, at his own part and cost.*
 18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
 20. The persons deployed should be polite, cordial and efficient while handling he assigned work and their actions should promote good will and enhance the image of the office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the office concerned. The office concerned shall have no liability in this regard.

- The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the office concerned or any other authority under Law.
 25. 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 office concerned.
 26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office concerned is put to any loss/ obligation, monetary or otherwise, the office concerned will be entitled to get itself reimbursed out of the outstanding bills.
 27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Office concerned by the persons deployed, the same shall be recovered from the unpaid bills.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.5000/- (Five thousand) only in the form of Demand Draft/ pay Order drawn in favour of District Welfare Officer, Bargarh **failing which the tender shall be rejected out rightly.**
29. 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 returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
31. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Office concerned.
32. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
33. The Authority reserves the right to withdraw or relaxes any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties.

35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
36. The successful bidder will enter into an agreement with this Office for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.

DECLARATION

1. I, _____ Son/ Daughter/ _____
Wife of Sri _____ Proprietor/ Director/ Authorised
signatory of the Service Provider, Mentioned above and 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.

Date:

Signature of authorised person

Place:

Full Name:

Seal:

DOCUMENT TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of Technical Bid application;
11. Copy of the terms and conditions of Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE
DEPLOYMENT OF MANPOWER**

1. List of Manpower short listed by agency for deployment in District Welfare Office, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

702