

DISTRICT PROGRAMME OFFICE, MANSA

SHORT TERM TENDER NOTICE

Sealed Tenders are invited on behalf of ICPS Scheme under District child protection unit Mansa from reputed Agencies for entering into the Contract for Providing Man-power. For Detail terms and conditions of the notice inviting bid kindly refer to <http://mansa.nic.in>. Last date and time of the submission of tender 19/09/2019 up to 12pm.

Corrigendum if any, will be issued on website only.

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District Programme Officer
Mansa

Other Instructions To Bidders

1. The Bidders shall submit the following documents along with the Tender:-
 - i) Update Income Tax clearance certificate/latest Income Tax Return and last 3 years I.T.R. duly attested by a gazetted officer.
 - ii) The tender should be submitted in Two-Bids System i.e. (i) Technical Bid and (ii) Financial Bid. The prescribed tender form and the copy of Terms & Conditions can be downloaded from the website of <http://mansa.nic.in>. The duly completed tender forms along with EMD of **Rs. 50,000/- (Rupees Fifty thousand only)** in the form of Demand Draft drawn in favour of District. Programme Office, Mansa with required documents should reach District. Programme Office opp. Bal Bhawan, Court road Mansa **before 19/09/2019 upto 12.00 p.m.**
 - iii) Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) shall be accepted in the form of Demand draft drawn in favour of District. Programme Office, Mansa. The Earnest Money of the unsuccessful bidders shall be refunded within a month after the written acceptance of Tender to the successful bidder, without any interest. However, the EMD of the successful bidder shall be converted into security deposit and will be held by District. Programme Office, Mansa.
 - iv) Copy of registration certificate of being a Company issued by Registration of Companies. (in case of a Company)
 - v) Copy of balance sheet of last three years duly audited and attested by CA (Chartered Accountant).

2. Technical bid should consist of the following:-
 - a) Earnest money in the shape of Bank Draft only.
 - b) Updated Income Tax Clearance Certificate/updated Income Tax Returns duly audited by Chartered Accountant for last three years along with PAN Number, TAN Number.
 - c) Registration under EPF, ESI and Service Tax.
 - d) Certificate regarding three years in operation.
 - e) Certificate regarding minimum 200 persons working on company's pay role.
 - f) Certificate regarding minimum 3 running contracts with more than 50 persons at one location.
 - g) Undertaking for Labour license.
 - h) A written undertaking to the effect that the agency/contractor has not been blacklisted by any Government/Departments etc., as on the date of submission of the bid.
 - i) The Financial bid of only those bidders will be opened who qualify in technical bid.

3. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

4. The Tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his Tender shall be cancelled and 50 (fifty)% of the earnest money shall be forfeited.

5. Any one or more of the following action are likely to cause rejection of bid:
 - Any bid received late without conclusive proof that it was delivered before the specified closing time.
 - Any bid not accompanied by required Earnest Money Deposit (EMD).

- Any bid received unsealed or improperly sealed.
 - Any conditional bid and unsigned bid.
 - Any bid in which rates have not been quoted in accordance with specified format/details as specified in the Bid Document.
 - Any bid received without documents required.
 - Any efforts by the bidders to influence bid comparison or contract award decision.
 - Any bid received with period of bid shorter than 90 days.
7. Competent Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without incurring any liability to the affected bidder on the grounds of action.
 8. It is not binding to award contract at the lowest price received in the Tender and reserves the right to decide on the fair and reasonable price of the service Tendered for and counter offer the same to the bidders. All other terms and conditions of the Tender shall remain operative even if a counter offer rate is offered to the bidder(s). Rights are reserved to negotiate with the technically valid lowest bidder to arrive at the fair and reasonable price.
 9. The award of work order when issued to the successful bidder constitutes the contract with collateral support from terms and conditions of the Tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which shall finally form the contractual obligations to be adhered to performed by the bidder and the known performance of any of such obligations make the bidder liable for consequential effects.
 10. The bid shall not contain corrections erasures or over writing.
 11. The bidders are advised to refrain from stipulating any conditions etc. in violation of the terms of the Tender. Rights are reserved to reject such Tenders in which conditions are stipulated, without assigning any reason thereof.
 12. The bidder shall submit the Tender document along with enclosed forwarding letter duly signed by the authorized signatory.

Authorised Signatory (Name)
(Seal/Stamp of the Firm)

TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES

The Manpower will have to be supplied by the agency within 7 days of award of contract.

1. Workers should not be less than 18 years .
2. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
3. The Manpower provided by the agency to specified, will be hired in ICPS scheme rate/at least minimum rates of wages.
4. The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
5. The service provider shall engage necessary number of persons as required by this Department from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this Department and further the said persons of the service provider shall not claim any employment, engagement or absorption in Department of Legal Affairs, in future.
6. The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this Department.
7. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative / organizational matters as all are confidential / secret in nature.
8. The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
9. The Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.

10. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
11. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan , smoking, loitering without work.
12. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
13. Working hours would be normally from 9.00 A.M. to 5.30 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday & Sunday and other Gazetted holidays, if required.
14. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance of its employees engaged in this Department.
15. The personnel employed by the Agency will not join any union and shall have absolutely no claim for employment in State Department or any other claim on service matter.
16. No wage/remuneration will be paid to any staff for the days of absence from duty.
17. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
18. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.
19. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of 3 year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of 3 year and no request for any change/modification shall be entertained before expiry of the period of 3 year. Any statutory increase in wages/DA, etc. during this period is to be absorbed by the service provider. The contract/agreement is extendable on six months basis subject to satisfactory performance of the agency and such amendments as mutually agreed to.
20. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the

agreement then one month's wages, etc. and any amount due to the agency from this Department shall be forfeited by the Department.

21. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
22. The Agency shall be responsible for the good conduct and behaviour of its Personnel. If any Personnel of the agency is found misbehaving with State Govt employees, the Agency shall terminate the service of such employee at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instructions given by Department or the Supervisory staff deployed by them.
23. The Agency shall not appoint any sub-agency to carry out an obligation under the contract.
24. None of the Personnel of the agency shall enter into any kind of private work.
25. The Worker may be substituted if his work & conduct does not become satisfactory even after repeated warning /
26. The Candidates deployed by the agency shall be of good character and of sound health.
27. TDS/Service tax as applicable will be deducted/paid as per rules.
28. The Tender shall remain valid for a period of at least 90 days from the date of submission. If bidder withdraws or modifies the offer within this period, his Tender shall be cancelled and 50 (fifty) % of the Earnest Money shall be forfeited.

Authorised Signatory (Name)
(Seal/Stamp of the Firm)

Technical Bid

1	Name of Agency	
2	Registration Number of Firm with date	
3	PF Registration Number	
4	ESI Registration Number	
5	Service Tax Number/GST No	
6	Permanent Account Number	
7	Copy of Licence under the Contract regulation and Abolition Act, 1970.	
8	At least three years experience in Govt./Semi Govt. Sector	
9	Latest Challan/ECR for EPF, ESI & service Tax (for Returns filled)., Otherwise NOC from the Competent Authority of the Concerned Office/Department	
10	Copy of Income Tax Returns for last three years	
11	Any proof/Service Tax Returns and returns filed with ESI & PF Department of last three years	
12	Any Certification from labor department.	
13	Earnest Money Deposit: Demand Draft of Rs. 50,000/- (Rs. Fifty Thousand only)	

Note:- All the photo copies should be self attested.

Authorised Signatory (Name)
(Seal/Stamp of the Firm)

Financial Bid

To ,

The Distt. Programme Officer,
Mansa.

Subject:- Submission of Financial Bid.

R/Sir/Madam,

We hereby quote the minimum prices for supply of required manpower on following rates:-

% of EPF Deduction (Employer)	
% of EPF Deduction (Employee)	
% of Services Tax/GST	
Any other	
% of Service charge	

Authorised Signatory (Name)
(Seal/Stamp of the Firm)