

District Planning & Monitoring Unit (Planning Wing), Nayagarh

Tender Notice

No. 1686

Dt. 26 / 12 / 2018

Sub: Tender Notice for award of contract for providing of services of one Date Entry Operator and one peon-cum-Night Watchman for a period from 10.01.2019 to 09.01.2020.

Sealed tenders are invited from reputed Manpower Agencies/ Service Providers to provide the services of one Data Entry Operator and one Peon-cum-Night watchman for the period from 10.01.2019 to 09.01.2020 through the suitable placement agency(s) on contractual basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document as enclosed to this Notice may be downloaded from NIC website. Tender paper cost Rs.2000/- (Rupees Two thousand) only shall be submitted in shape of draft, in favour of Deputy Director (P&S) DPMU, Nayagarh planning wing at Nayagarh along with tender application form.

The Tender papers prepared in the manner as described in the said document under Para - 7 of the scope of work and general instruction for bidders should be submitted in sealed covers either by speed post/ Registered post to the address of the Deputy Director (Planning & Statistics), District Planning and Monitoring Unit, Nayagarh in the DRDA campus, At: Nabaghanapur, PO/ Dist: Nayagarh or may be submitted by hand by 1.00 PM of 08.01.2019 superscripted on the Envelope containing the Tender Papers as "Tender for providing Manpower Services to the DPMU, (Planning wing), Nayagarh.

The Tender Papers received after the aforementioned date and time i.e. 1 PM of 08.01.2019 through any means shall not be entertained.

The Tender Papers shall be opened in the aforesaid office as per the following date and time.

Date and Time for opening of

(i) Technical Bids : 2 PM on 08.01.2019 provided that a minimum of 3 Tender Documents are received by the stipulated date & time.

(ii) Financial Bids of Eligible Tenderers and selection: 3 PM on 08.01.2019


Chair person Tendering Committee
& Project Director DRDA, Nayagarh

DISTRICT PLANNING & MONITORING UNIT (PLANNING WING), NAYAGARH

TENDER DOCUMENT

For Providing Services of one Data Entry Operator and one Peon-cum-Night Watchman to the District Planning & Monitoring Unit (Planning Wing), Nayagarh by a Private Manpower Service Provider.

- (a) Period of issue of Tender Document : 27.12.2018 to 08.01.2019 (up to 12 Noon)
- (b) Last date and time for submission of Tender Document : Up to 1.00 PM of 08.01.2019
- (c) Date and time for opening of
- (i) Technical Bids : 2.30 PM on 08.01.2019 provided a minimum of 3 Tender Documents are received.
- (ii) Financial Bids of eligible Bidders : 3 PM on 08.01.2019
- (d) Likely date for commencement of deployment of required manpower : 10.01.2019
- (e) Tender paper cost : Rs. 2,000/-
- (f) Earnest Money Deposit : Rs. 5,000/-
- (g) Performance Security Deposit : Rs. 20,000/-

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from 10th January, 2019 and shall continue till 09.01.2020 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 on 09.01.2020 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended on the terms and conditions or with the 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 or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior consent of the Authority.
5. The Manpower Service Provider shall 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving one month notice to the Manpower Service Provider.
7. The Data Entry Operator deployed shall be required to report for work at 10.00 AM to the Deputy Director (Planning & Statistics) DPMU, Nayagarh or such other officer as may have been kept in charge of the office Establishment of the office concerned and would leave at 5.00PM for which he would not be paid any extra remuneration. 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.

The Peon-cum Night Watchman shall have to work at least for 8 hours on every working day and act as night watcher every day including Govt. holidays also in the office as per requirement irrespective of working hours. In case of late reporting to the work by that person, the Authority can deduct wages with prior intimation to the service provider. 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.

8. In case, the person deployed as Data Entry Operator is asked to work beyond 8 PM, he/ she shall be entitled to late sitting-cum- refreshment compensation of Rs. 50/- (Rupees fifty) only per day.
9. The person deployed as Data Entry Operator may be called on holidays to attend to duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.

- 11.** The entire financial liability in respect of manpower services deployed in this office shall be that of the Manpower Service Provider and this office will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay 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 this office.
- 12.** For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatever like Employer and Employee relationship against this office.
- 13.** The Manpower Service Provider shall be solely responsible for the redressal of the grievances or resolution of disputes relating to persons deployed. This office shall in no way, be responsible for settlement of such issues whatsoever. In case, the grievances of the deployed persons are not attended to by the Manpower Service Provider, the deployed person can place their grievances before a Joint Committee consisting of a representative of this office and an Authorised representative of the Manpower Service Provider.
- 14.** This 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.
- 15.** 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.
- 16.** 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.
- 17.** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under provision of Rules and Acts. Undertaking from the person deployed to this office shall be required to be submitted by the Manpower Service Provider.
- 18.** 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, if any, at his own part or cost, if required under the Act.
- 19.** 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 Employment State Insurance, wherever applicable.
- 20.** The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 21.** 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 this office. The Manpower

Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

- 22.** 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/ appropriate laws besides, action for breach of conduct.
- 23.** The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in this office. This office shall have no liability in this regard.
- 24.** The Manpower Service Provider Shall also is liable for depositing all taxes, levies, cess etc. on account of services rendered by it to this office to the concerned tax collection authorities, from time to time, as per the rules and regulations on the matter. Attested Xerox copies of such documents shall be furnished to this office.
- 25.** The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the Authority of this office or any other authority under Law.
- 26.** 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 a certificate to this effect shall be provided by this office.
- 27.** In case, the Manpower Servicer Provider fails to comply with any liability under appropriate law, and as a result there of, this office is put to any loss/ obligation, monetary or otherwise, this office will be entitled to get itself 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.
- 28.** 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. This office 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 this office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 29.** 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.
- 30.** The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by this office 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 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 this office.

- 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 bills in the succeeding month.
- 33.** The Authority Reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
- 34.** 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 or controlling officer 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.

AGREEMENT

This Agreement is made on this.....day of
Between the Governor of Odisha represented by....., here-
in-after referred to as the “Authority” which expression shall, where the context so
requires or admits, also include its successors or assignees of the one part;

And

M/s.....represented by
Sri....., here-in after called the “Manpower Service Provider” which
expression shall, where the context so requires or admits, also include its successors or
assignees of the other part.

Whereas, the “Authority” desires that the services of
“.....” are required in Office;

And whereas the “Manpower Service Provider” has offered its
willingness to the same in conformity with the provisions of the agreement;

And whereas the “Authority” has finalized the rate as per the terms
and conditions of the agreement to the “Manpower Service Provider”.

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “.....” in the (name of the Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to.....

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer
Authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the premises
for and on behalf of the
Governor of Odisha**

In the presence of witness:-

Witness

Witness

1. Name:.....
Address:.....

1. Name:.....
Address:.....

2. Name:.....
Address:.....

2. Name:.....
Address:.....

CONTENTS OF TENDER DOCUMENT

Sl No	Description of contents	Page Number
1.	Scope of work and general instructions for service bidders	9 to 12
2.	Technical specifications for the service provider and the manpower to be deployed in the Department by the service provider	13
3.	Tender Application – Technical Bid	14 to 16
4.	Tender Application- Financial Bid	18 to 19
5.	Terms and Conditions	20 to 24
6.	Chronological order for arrangement of documents	

Scope of work and general instructions for Bidders

1. The District Planning & Monitoring Unit (Planning Wings), in the DRDA campus, Nabaghanapur, AT/Po/ District: Nayagarh, Odisha-752070 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of a Data Entry Operator and a Peon-cum-Night watchman on contract basics for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 10.01.2019 and would continue till 09.01.2020. the period of contract may be further extended beyond 09.01.2020 provided the requirement of the aforesaid office (here in after called this office) for manpower persists at that time or may be curtailed/terminated before 09.01.2020 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in this office's requirements. This office however, reserves the right to terminate this initial contract at any time after giving a one month's notice to the selected Service Provider.
3. This office has tentative requirement for one Data Entry Operator and one Peon-cum- Night watchman. The requirements may increase/decrease in any/all the categories.
4. The estimated cost of the contract is Rs. 2,05,000/-
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 5,000/- and other requisite documents by 08.01.2019 up to 1 PM at this office i.e. District Planning & Monitoring Unit (Planning Wings) in the DRDA campus, Nabaghanapur, AT/PO/ Dist: Nayagarh, Odisha.
6. The various crucial dates relating to "Tender for Providing Manpower Services to this office are cited as under:
 - a. Date and time for submission of Tender Document: Up to 1 PM of 08.01.2019 on any working day during office hours only.
 - b. Date and time for opening of
 - (i) Technical Bid: 2.00 PM on 08.01.2019 provided that a minimum of 3 Tender Documents are received by the stipulated date & time.
 - (ii) Financial Bids of eligible Tenderers and selection: 3 PM on 08.01.2019
 - c. Likely date for commencement of deployment of required manpower : 10.01.2019

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 superscribing “Technical Bid for Providing Manpower Services to the DPMU (Planning Wing), Nayagarh” and “Financial Bid for providing Manpower Services to the DPMU (Planning Wing), Nayagarh”. Both the sealed envelopes should be kept in a third envelope superscribed there on as “Tender for Providing Manpower Services to the DPMU (Planning Wing) Nayagarh”.

8. The Earnest Money Deposit (EMD) of Rs. 5,000/- (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 the Deputy Director (Planning & Statistics) DPMU, Nayagarh, failing which the tender shall be rejected summarily.

9. The successful tenderer will have to deposit a performance Security Deposit of Rs. 20,000/- (Rupees twenty thousand) only in the form of Bank Guarantee from any Nationalised Bank drawn in favour of the Deputy Director (Planning & Statistics) DPMU, Nayagarh 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.

10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted officers of the State Governments/ Central Governments), along with the Technical Bid, failing which their Bids shall be summarily/ out rightly rejected and will not be considered any further:

- (a) Attested copy of the Registration Certificate of the applicant organisation;
- (b) Attested copy of PAN/GIR Card;
- (c) Attested copy of the IT returns filed by the Agency for the last three financial years i.e. 2015-16, 2016-17 & 2017-18;
- (d) Attested copy of the latest IT return filed by the Agency for the year 2017-18;
- (e) Attested copy of the EPF registration letter/ Certificate;
- (f) Attested copy of the ESI registration letter/ Certificate;
- (g) Attested copy of the Service Tax registration certificate/ GST Registration Certificate;
- (h) Certified extracts of the Bank Account/ certified copy(s) of all the Statements of Bank Accounts of the Agency for the last three years i.e. 2015-16, 2016-17 & 2017-18;
- (i) Contract labour license (1970 Act)

(j) Certified documents in support of the Financial Turnover of the Agency for the last three years i.e. 2015-16, 2016-17 & 2017-18;

(k) Certified documents in support of entries under item No. 14 of the Technical Bid Application i.e. copies of the major contracts handled by the Manpower Service Provider during the last three years i.e. 2015-16, 2016-17 & 2017-18 in providing either the Data Entry Operator and/ or Peon-cum-Night Watchman to Govt. offices/ Banks/ PSUs.

(l) Certified copy or Attested copy of the document in support of the Manpower Service Provider Agency has either its Registered office or Branch office in the jurisdiction of DPMU, Nayagarh

(m) Copy of the terms and conditions at pages from **20** to **24** in the Tender document with each page duly signed and sealed by the authorized signatory of the Agency in token of their acceptance.

11. The conditional bids shall not be considered and will be out rightly rejected in the very first instance.

12. All entries in the tender form should be legible and filled correctly. 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 cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

13. The technical Bids shall be opened on the scheduled date and time at 2 PM on 08.01.2019 in the office room of the Deputy Director (Planning & Statistics), in the office of DRDA, Nayagarh at Nabaghanpur near Navodaya Vidyalaya, Nayagarh in the presence of the Representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time provided that a minimum of 3 Tender Documents are received by the stipulated date and time.

14. The Financial Bids of only those tenderers will be opened whose Technical Bids are found in order. The Financial Bids shall be opened at 3 PM on 08.01.2019 in the office room of the Deputy Director (Planning & Statistics), DPMU, Nayagarh in the Premises of DRDA, Nayagarh at Nabaghanpur near Navodaya Vidyalaya, Nayagarh in the presence of the Representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

15.The Project Director, Nayagarh reserves the right to annul any or all bids without assigning any reason there to.

16.In the event, the service charge bidden for providing a particular manpower service in the financial documents of two or more bidders are same, then the lowest bid there for of those bidders shall be determined by lottery of those bidders only. The drawal of lot will be done before the representatives of the tenderers, if any, who wish to be present.

Technical Requirements for the Tendering Manpower Service Provider

1. The tendering Manpower Service Provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user office;
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least two/three years' experience in providing manpower to Government Departments, Public Sector Companies/ Bank etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under Employment Provident Fund and Employees State Insurance Acts;
 - (g) They should have any other regulatory clearance (to be specified by this office) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement of the Tendering Manpower Service Provider should be at least Rs. 3.00 lakh (Rupees three lakh) only for the last three years.
 - (i) Execution of contracts of similar type during preceding three years of value Rs. 3.00 lakh (Rupees three lakh) only.

Technical Requirements for Manpower to be deployed by the successful Manpower Service Provider in the District Planning & Monitoring Unit (Planning Wing) Nayagarh

1. He/ She should be above 18 years of age and not exceeding 50 years.
2. The minimum Educational qualification for the Data Entry Operator will be graduation in any discipline with DCA/ PGDCA certificate. He / She should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS Office, Internet and LAN functions.
3. The minimum Educational Qualification of the Peon-cum-Night watchman will be at least 7th class/ standard pass. He should be a good bi-cycle rider. That post is to be filled by male person only.

APPLICATION-TECHNICAL BID

For Providing Manpower Services to District Planning & Monitoring Unit (Planning Wing) Nayagarh

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

4. Full Address of Registered Office: _____

Telephone No: _____
Fax No: _____
E-mail Address: _____
5. Full address of Operating/ Branch Office: _____

Telephone No: _____
Fax No: _____
E-mail Address: _____
6. Name & Telephone nos. of : _____
Authorized officer/person
to liaise with Field Office(s)
7. Banker of the Manpower Service _____
Provider: (Attach certified copy of
Statement of A/C for the last three
Years) _____

Telephone No. of Banker: _____

8. PAN/GIR no. (Attach attested copy): _____

9. Service Tax Registration No: _____
(Attach attested copy)

10. E.P.F Registration No: _____
(Attach attested copy)

11. E.S.I Registration No: _____
(Attach attested copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

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

13. Additional Information, if any:

(Attach separate sheet if space provided is insufficient)

14. 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 services provided		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	No		From	To

15. Additional Information, if any:
(Attach separate sheet if space provided is insufficient)

Signature of authorized person
Name:
Seal

Date:
Place:

DECLARATION

1. I, _____Son/ Daughter/ Wife of Sri
_____Proprietor/ Director/ authorized
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 authorized person
Name:
Seal

Date:
Place:

Application- Financial Bid

For providing Manpower Assistance to the District Planning & Monitoring Unit (Planning Wing) Nayagarh.

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) for Data Entry Operator inclusive of all statutory liabilities taxes, levies, cess etc. and (8hour on every working day and also to work as night watchman in the office as per requirement irrespective of working hours) for peon-cum-night watchman inclusive all statutory liabilities, taxes levies, cess etc.

Sl No.	Type of Manpower	Monthly Rate per Person (In Rupees) only						
		Take home remuneration	EPF	ESI	Other statutory dues, if any	Service charge	Service Tax	Total per person
1	Data Entry Operator							
2	Peon-cum-Night watchman							

Gross Amount payable to the Data Entry Operator per month per person should be Rs. 8880/- including Rs. 1066/- as EPF @ 12 % and Rs. 156/- @ 1.75% as ESI (total of both the EPF and ESI: Rs.1222/- to be deducted towards Employee share). Thus, the Net Payable amount to him/her as the Take home remuneration shall be Rs. 7658/- per month per person.

Gross Amount payable to the Peon-cum-Night watchman per person per month should be Rs. 8070/- including Rs. 968/- as EPF @ 12% and Rs. 141/- as ESI @ 1.75% (total of both the EPF and ESI: Rs. 1109/- to be deducted towards Employee share). Thus the Net payable amount to him as the Take home remuneration shall be Rs. 6961/- per month per person.

There shall be Employer share of EPF of Rs. 1168/- @ 13.15% and of ESI of Rs. 422/- @ 4.75% per person per month (total of both: Rs. 1590/-), GST Rs. 1886/- @ 18% in respect of the Data Entry Operator.

Similarly there shall be Employer share of EPF of Rs. 1061/- @ Rs. 13.15% and of ESI of Rs. 383/- @ 4.75% per person per month (total of both : Rs. 1444/-), GST Rs. 1714/- @ 18% in respect of the Peon-cum-Night watchman.

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 in to the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

Terms & Conditions

GENERAL

1. The Agreement shall commence from 10.01.2019 and shall continue till 09.01.2020 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 on 09.01.2020 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/ 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 those Agreement to any other Agency or organization by whatever name be called without the prior written consent of the Authority.
5. The District Planning & Monitoring Unit (Planning Wing), Nayagarh, at present has tentative requirement of one no. of Data Entry Operator and one no. of Peon-cum-Night watchman on urgent basis.
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 one month notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Deputy Director (Planning & Statistics) DPMU, Nayagarh or such other officer as may have been kept in charge of the office Establishment of the office and would leave at 5.00 PM for which he would not be paid any extra remuneration. 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.
9. In case, the person deployed is asked to work beyond 8.00 PM, he/ she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

11. 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 of without any disruption.
12. The entire financial liability in respect of manpower services deployed in this office shall be that of the Manpower Service Provider and this office 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 and adduce such evidence as may be required by this office.
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 this office.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. This 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 representative of this office and an authorized representative of the Manpower Service provider.
15. This 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.
16. 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.
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 or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under provision of Rules and Acts. Undertaking from the person deployed to this office shall be required to 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, Employment 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, if any, at his own part or cost, if required under the Act.

20. 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 Employment State Insurance, wherever applicable.

21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

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 this office. 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 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/ appropriate laws besides, action for breach of conduct.

24. 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 this office. This office 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 services rendered by it to this office 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 this office.

26. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the Authority of this office 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 a certificate to this effect shall be provided by this office.

28. In case, the Manpower Servicer Provider fails to comply with any liability under appropriate law, and as a result there of, this office is put to any loss/ obligation, monetary or otherwise, this office will be entitled to get itself 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.

29. The Agreement is hirable 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. This office 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 this office by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees five thousand) only refundable without interest, in the form of Demand Draft/ Pay order drawn in favour of the Deputy Director (Planning & Statistics) DPMU, Nayagarh failing which the tender shall be rejected out rightly.

31. 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 the date of placing the order, the EMD shall stand forfeited without giving any further notice.

32. The successful tenderer will have to deposit a performance Security Deposit of Rs. 20,000/- (Rupees Twenty thousand) only in the form of Bank Guarantee from only Nationalised Bank drawn in favour of the Authority 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 tenderers. The amount of Performance Security Deposit is to be determined by the Authority taking into account the contractual obligation of the Manpower Service Provider.

33. In case of any breach of 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.

34. The Manpower Service Provider shall raise the Bill, in triplicate, along with the attendance sheet duly verified by this office 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 be released by the second week of the succeeding month.

35. 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 this office.

36. 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 bills in the succeeding month.

37. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

38. 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 or controlling officer for his decision and the same shall be binding on all parties.

39. 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.

40. 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.

Document to be Provided with the Technical Bid

- (a) Attested copy of the Registration Certificate of the applicant organization;
- (b) Attested copy of PAN/GIR Card;
- (c) Attested copy of the IT returns filed by the Agency for the last three financial years i.e. 2015-16, 2016-17 & 2017-18;
- (d) Attested copy of the latest IT return filed by the Agency for the year 2017-18;
- (e) Attested copy of the EPF registration letter/ Certificate;
- (f) Attested copy of the ESI registration letter/ Certificate;
- (g) Attested copy of the Service Tax registration certificate/ GST Registration Certificate;
- (h) Certified extracts of the Bank Account/ certified copy(s) of all the Statements of Bank Accounts of the Agency for the last three years i.e. 2015-16, 2016-17 & 2017-18;
- (i) Certified documents in support of the Financial Turnover of the Agency for the last three years i.e. 2015-16, 2016-17 & 2017-18;
- (j) Certified documents in support of entries under item No. 14 of the Technical Bid Application i.e. copies of the major contracts handled by the Manpower Service Provider during the last three years i.e. 2015-16, 2016-17 & 2017-18 in providing either the Data Entry Operator and/ or Peon-cum-Night Watchman to Govt. offices/ Banks/ PSUs.
- (k) Certified copy or Attested copy of the document in support of the Manpower Service Provider Agency has either its Registered office or Branch office in the jurisdiction of DPMU, Nayagarh
- (l) Copy of the terms and conditions at pages from **20** to **24** in the 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 shortlisted by agency for deployment in the District Planning & Monitoring Unit (Planning Wing), Nayagarh 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.

Application- Financial Bid
For providing Manpower Assistance to the District Planning & Monitoring Unit (Planning Wing) Nayagarh.

1. Name of tendering Manpower Service Provider:

2. Rate per person per month (8 hours per day) for Data Entry Operator inclusive of all statutory liabilities taxes, levies, cess etc. and (8hour on every working day and also to work as night watchman in the office as per requirement irrespective of working hours) for peon-cum-night watchman inclusive all statutory liabilities, taxes levies, cess etc.

Sl No.	Type of Manpower	Monthly Rate per Person (In Rupees) only						
		Take home remuneration	EPF	ESI	Other statutory dues, if any	Service charge	Service Tax	Total per person
1	Data Entry Operator							
2	Peon-cum-Night watchman							

Gross Amount payable to the Data Entry Operator per month per person should be Rs. 8880/- including Rs. 1066/- as EPF @ 12 % and Rs. 156/- @ 1.75% as ESI (total of both the EPF and ESI: Rs.1222/- to be deducted towards Employee share). Thus, the Net Payable amount to him/her as the Take home remuneration shall be Rs. 7658/- per month per person.

Gross Amount payable to the Peon-cum-Night watchman per person per month should be Rs. 8070/- including Rs. 968/- as EPF @ 12% and Rs. 141/- as ESI @ 1.75% (total of both the EPF and ESI: Rs. 1109/- to be deducted towards Employee share). Thus the Net payable amount to him as the Take home remuneration shall be Rs. 6961/- per month per person.

There shall be Employer share of EPF of Rs. 1154/- @ 13% and of ESI of Rs. 422/- @ 4.75% per person per month (total of both: Rs. 1590/-), GST Rs. 1884/- @ 18% in respect of the Data Entry Operator.

Similarly there shall be Employer share of EPF of Rs. 1049/- @ Rs. 13% and of ESI of Rs. 383/- @ 4.75% per person per month (total of both : Rs. 1444/-), GST Rs. 1712/- @ 18% in respect of the Peon-cum-Night watchman.

Date:
Place:

Signature of authorised person
Full Name:
Seal:

Scope of work and general instructions for Bidders

17.The District Planning & Monitoring Unit (Planning Wings), Nayagarh, AT/Po/ District: Nayagarh, Odisha-752070 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of a Data Entry Operator and a Peon-cum-Night watchman on contract basics for day to day official work.

18.The contract for providing the aforesaid manpower is likely to commence from 29.11.2018 and would continue till 28.02.2019. the period of contract may be further extended beyond 28.02.2019 provided the requirement of the aforesaid office (here in after called this office) for manpower persists at that time or may be curtailed/terminated before 28.2.2019 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in this office's requirements. This office however, reserves the right to terminate this initial contract at any time after giving a one week's notice to the selected Service Provider.

19.This office has tentative requirement for one Data Entry Operator and one Peon-cum- Night watchman. The requirements may increase/decrease in any/all the categories.

20.The estimated cost of the contract is Rs. 70,722/-

21.The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 300/- and other requisite documents by 26.11.2018 up to 1 PM at this office i.e. District Planning & Monitoring Unit (Planning Wings) in the DRDA campus, Nabaghanapur, Nayagarh, AT/PO/ Dist: Nayagarh, Odisha.

22.The various crucial dates relating to "Tender for Providing Manpower Services to this office are cited as under:

- d. Date and time for submission of Tender Document: Up to 1 PM of 26.11.2018 on any working day during office hours only.
- e. Date and time for opening of
 - (iii) Technical Bid: 2.00 PM on 26.11.2018 provided that a minimum of 3 Tender Documents are received by the stipulated date & time.
 - (iv) Financial Bids of eligible Tenderers and selection: 3 PM on 26.11.2018
- f. Likely date for commencement of deployment of required manpower : 29.11.2018