

### TENDER CALL NOTICE

For providing services of Asst. Executive Engineer / Junior Engineer / Accountant / Data Entry Operators to the office of the Collector & District Magistrate, Mayurbhanj by a private manpower service provider or retired Govt. Employees.

- (A) Period of issue of tender documents : 07 working days
- (B) Date and time for submission of tender documents
   :11.03.2020 to 18.03.2020 upto 05:00 PM
- (C) Date and time for opening of
  - (i) Technical bids

:19.03.2020 at 11:00 AM

(ii) Financial bids of eligible bidders:19.03.2020 at 12:00 Noon

(D) Likely date for commencement of deployment of required manpower: 01-04-2020

#### SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

- The Collector & District Magistrate, Mayurbhanj requires the service of reputed, well established and financially sound Manpower Service Providers to provide services of One number of Asst. Executive Engineer / One number of Junior Engineer / One number of Accountant and One numbers of Data Entry Operator on contractual basis for day to day official work in OMBADC Cell.
- 2. The contract of providing the aforesaid manpower is likely to commence from 01.04.2020 and would continue till 31.03.2021. The period of the contract may be further extended beyond 31.03.2021 provided the requirement of the Collector, Mayurbhanj for manpower persists at that time or may be curtailed / terminated before 31.03.2021 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements. The Collector, Mayurbhanj however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- 3. The tender document can be downloaded from the website www.mayurbhani.nic.in.
- 4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 3,000/-(Rupees three thousand) only in favour of Collector, Mayurbhanj in shape of demand draft and other requisite documents by 18.03.2020 up to 5.00 PM at Collectorate, Mayurbhanj (O/o the ADM, Mayurbhanj).
- The various crucial dates relating to Tender for Providing Manpower Services to the O/o the Collector & District Magistrate, Mayurbhani are cited as under.
- a) Date and time of receipt of the Tender documents by speed post /Registered post only: 18.03.2020 up to 5 PM.
- b) Date and time for opening of

(i) Technical Bid

: 19.03.2020 , 11:00 AM

(ii) Financial Bids of eligible Tenders

: 19.03.2020, 12:00 Noon

And selection

c) Likely date for commencement of

Deployment of required manpower

: 01.04.2020

- 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 the O/o the Collector & District Magistrate, Mayurbhanj" and "Financial bid for providing manpower services to the O/o the Collector & District Magistrate, Mayurbhanj". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to the O/o the Collector & District Magistrate, Mayurbhanj".
- 7. The Earnest Money Deposit (EMD) of Rs. 3,000/-(Rupees three thousand) only refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of Collector, Mayurbhanj failing which the tender shall be rejected summarily.
- 8. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Central Government / any Gazetted Officer not below the rank of Sub-Collector of the State Governments, along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
- a) Registration certificate of the applicant's organization.
- b) Copy of PAN / GIR card.
- c) Copy of the IT return filed for the last three financial years.
- d) Copies of EPF and ESI certificates.
- e) Copy of the Service Tax registration certificate.
- f) Certified extracts of the Bank Account containing transactions during last three years.
- g) Audited Balance Sheet for the last three financial years.
- The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 10. All entries in the 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 cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.

- 11. The Technical bids shall be opened on the scheduled date and time at 19.03.2020 on 11.00 AM in the office chamber of Collector, Mayurbhanj 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 tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 19.03.2020 at 12.00 Noon in the office Chamber of Collector, Mayurbhanj, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- 13. The Collector & District Magistrate, Mayurbhanj reserves the right to reject all bids without assigning any reason.

## 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 providers should be located within the jurisdiction of the Collector, Mayurbhanj/Office.
  - b. They should be registered with the appropriate registration authority.
  - c. They should have at least three years' experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
  - d. They should have their own Bank Account.
  - e. They should be registered with Income Tax and Service Tax Department.
  - f. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - g. They should have any other regulatory clearance (like copy of latest EPF, ESI & Service Tax Deposit receipt).
  - h. The Minimum annual turn-over of the company of last 3 years shall at least be
     5 times of the present contract value.
  - The Agency must have executed contracts of similar type during preceding 3 years.

# TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF COLLECTOR & DISTRICT MAGISTRATE, MAYURBHANJ

- 1. She/ He should be above 18 years of age and not exceeding 60 years.
- a) The Minimum Educational Qualification for Asst. Executive Engineer will be B.E / B. Tech from any recognized Institute.
  - b) The minimum Educational Qualifications for Junior Engineer will be
     B. Tech form any recognized Institute.
  - c) The Minimum Educational Qualification for Data Entry Operator (DEO) will be Graduation in any discipline with PGDCA from any recognized govt. institute.
  - d) The Minimum Educational Qualification for Accountant-cum-DEO will be Graduate and basic computer knowledge with Tally from any \*recognized Institute.
- The Candidate shall be well conversant in computer and essentially well trained in MS Office and internet. They should also be proficient in other standard packages & applications.
- The Candidate shall have working knowledge of English and Oriya.
- The candidate should have a speed of 4000 characters per minute in English.

#### **APPLICATION- TECHNICAL BID**

For Providing Manpower Services to the O/o the Collector & District Magistrate, Mayurbhanj Name of Tendering Manpower Service Provider: \_\_\_\_\_ Details of Earnest Money Deposit: DD No. \_\_\_\_\_\_date \_\_\_\_\_\_ of drawn on Bank 3. Name of Proprietor/ Partner / Director: 4. Full Address of Registered Office Telephone No. Fax No. E-Mail Address: Full Address of Operating / Branch Office: Telephone No. Fax No. E-Mail Address: 6. Name & Telephone No. of Authorized Officer / Person to liaise with Field Office (s): Bank of Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years): 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 three Financial Years:

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

- 13. Additional information, if any (Attach Separate Sheet, if space provider in sufficient):
- 14. Give details of t he major similar contracts handled by the tendering Manpower service provider during the last 03 years in the following format.

(If the space provided is insufficient, a separate sheet may be attached.)

SI No.	Name of Client, Address, telephone & FAX No.	Manpower S provid		Duration of Contract		
		Type of Manpower provided	No.	From	To.	
1						
2					so to	
3						

15. Additional information if any; (attach separate sheet, if required)

Date: Place:	Signature of the authorised person Name: Seal:
1. I,	DECLARATION
execute this tender docum	ntioned above, am competent to sign this declaration and ent. d understood all the terms and conditions of the tender and
3. The information/ document authentic to the best of my that furnishing any false in	nents furnished alongwith the above application are true and with knowledge and belief. I/ we, am/ are well aware of the fact information/ fabricated document would lead to rejection of ides liabilities towards prosecution under appropriate law.
Date: Place:	Signature of the authorised person Name: Seal:

#### **APPLICATION FOR FINANCIAL BID**

For providing manpower services to the O/o Collector & District Magistrate, Mayurbhanj

- 1. Name of the service provider:
- 2. Rate per person per day inclusive all statutory liabilities, taxes, levies etc.

SI No.	Manpower Type		Wages rate per person							
		*Take home wages	EPF	ESI	Other statutory dues if any	Service charges	Total wages (3+4+5+6+7)	Service Tax	Total per person	
1	2	3	4	5	6	7	8	9	10	
1	Asst. Executive Engineer			4						
2	Junior Engineer								6.	
3	Accountant									
4	Data Entry Operator					3*				

Date:	
Place:	

Signature of the authorised person 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 entering into 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.

#### **TERMS & CONDITIONS**

- 1. The Agreement shall commence from 01.04.2020 and shall continue till 31.03.2021 unless it is curtailed or deployed, breach of contract etc or change in requirements.
- The Agreement shall automatically expire on 31.03.2021 unless extended further by the mutual consent of the manpower service provider and the authority.
- The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, 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 Collectorate, Mayurbhanj, at present has tentative requirement of 01 No. of Asst. Executive Engineer / 01 No. Of J. E / 01 No. of Accountant-cum-DEO and 01 No. of Data Entry Operator on urgent basis. The requirement may further increase for decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower service, if required on the same terms and condition.
- 6. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is 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.
- 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 shall be required to report for work at 10.00 AM to the O/o the Collector & district Magistrate, Mayurbhanj or such other Officer as may have been kept in charge of the Office establishment of the Office concerned and would leave at 5.00 PM and may also require to work beyond 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. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Collector, Mayurbhanj, so that optimal services of the persons deployed could be availed without any disruption.
- 10. The entire financial liability in respect of manpower service deploy in the office concerned shall be that of the manpower service provider and the Collecter, Mayurbhanj or 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 and adduce such evidences as may be required by the office concerned. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated EMD & security deposits shall be forfeited.
- 11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
- 12. For all intents and purposes, the manpower service provider shall be "employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the Collector, Mayurbhanj or office concerned.
- 13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Collector, Mayurbhanj in no way be responsible for settlement of such issues whatsoever. In case the Grievance 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 authorize representative of the manpower service provider.
- 14. The Collector, Mayurbhanj 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 in 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 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.
- 18. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour commissioner, provident fund authorities, Employees State Insurance Corporation etc. and a copy of the registered 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 of cost.
- 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 Employees State Insurance, whatever applicable.
- 20. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
- 21. The person 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 Collector, Mayurbhanj or office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
- 22. The person 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 application laws besides, action for breach of contract.
- 23. 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 O/o the Collector, Mayurbhanj or office concerned shall have no liabilities in this regard.
- 24. The manpower service provide shall also be liable for depositing all taxes levies, cess etc. on account of service rendered by it to the O/o the Collector, Mayurbhanj

- or office concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the office concerned.
- 25. The manpower service provider shall maintained all statutory registers under the law & shall produce the same on demand to the authority of the Collectorace, Mayurbhanj or any authority under law.
- 26. The tax deduction at source (T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the office concerned.
- 27. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Collector, Mayurbhanj to the office concerned is put to any loss/obligation, monitory or otherwise, the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
- 28. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Collector, Mayurbhanj or office concerned will have no liability towards non-payment of remuneration to the person 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 person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.
- 29. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of (Rupees 0.5% of the contract value) in the form of demand draft/pay order drawn in favour of Collector, Mayurbhanj failing which the tender shall be rejected out rightly.
- 30. The earnest money deposit in respect of the agencies which do not qualify the technically bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of place in the order, the EMD shall stand forfeited without giving any further notice.
- 31. The manpower service provider shall raise the bill in duplicate alongwith

attendance sheet duly verified by the office concerned in respect of the persons deployed and submit the same to the prescribed authority in the 1st week of the succeeding month. As far as possible the payment will be released by the 2nd week of the succeeding month.

- 32. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should 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 Collector, Mayurbhanj.
- 33. The amount of penalty calculated @100.00 per day on account of delay if any in providing a suitable substitute for the period beyond 03 working days by the manpower service provider shall be deducted from its monthly bill in the succeeding month.
- 34. Authority reserves the right to withdraw or relax any of the terms & conditions mentioned above so as to overcome the problem encountered at a later stage.
- 35. 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.
- 36. 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.
- 37. The successful bidders will enter into an agreement with this department for supply of suitable and qualified manpower as per requirement of Collector, Mayurbhanj on the above terms & conditions.

#### DOCUMENTS 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 03 years.
- 4. Attested copy of PAN/ GIR Card.
- 5. Attested copy of latest IT return filed by Agency.
- 6. Attested copy of service tax registration certificate.
- 7. Attested copy of EPF registration certificate/letter.
- 8. Attested copy of ESI registration certificate/letter.
- 9. Certified documents in support of the financial turnover of the agency (i.e. audited balance sheet of the last 03 financial years, copy of latest EPF, ESI, Service Tax deposit slip.)
- 10. Certified documents in support of entries in column 14 of technical bid application.
- 11. Copy of the terms & conditions in tender document with each page duly signed and sealed by the authorised 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 the agency for deployment in the O/o the Collector & District Magistrate, Mayurbhanj (OMBADC Cell), containing full details i.e. date of birth, marital status, address, educational qualification etc.
- 2. Bio-Data of all persons.
- 3. Any other documents considered relevant.