

OFFICE OF THE REVENUE DIVISIONAL COMMISSIONER, NORTHERN DIVISION, ODISHA, SAMBALPUR

e-Mail Id - rdcsbp@nic.in

File No. XXIV-30/2022 Letter No. 4480 / Niz. Dated : 24-5-22

Tender Call Notice

The Tender Committee decided to cancel the Tender Call Notice dated 2564/Niz. Dated 28.03.2022. Hence, fresh Sealed quotations are invited by the undersigned from the intended authorized Service Provider of Odisha for filling of 01 (One) Process Server, 01 (One) Night Watchman, 01 (One) peon and 01 (One) Sweeper for O/o the LAR&R Authority, ND, Sambalpur and 02(Two) Sweepers for O/o the Revenue Divisional Commissioner, Northern Division, Odisha, Sambalpur.

The quotationers shall have to submit two envelopes one for technical bid and second for financial bid through speed post. The quotations will also be received by hand in Nizarat Section by Nazir /Asst. Nazir of this office. The last date for submission of the quotations is 02.06.2022 up to 12.30 P.M.. The envelope must be super scribed as "Quotation for Supply of Manpower", inside which two envelopes must be super scribed as "Quotation for Financial Bid" for financial bid and "Quotation for Technical Bid" for financial bid and "Quotation for Technical Bid" for technical bid with details address & phone number. The quotation will be opened on 04.06.2022 at 9.00 AM in presence of the bidder or their authorized representative. The authority reserves the right to cancel / postpone the whole process at any stage without assigning any reason thereof.



OFFICE OF THE REVENUE DIVISIONAL COMMISSIONER, NORTHERN DIVISION, ODISHA, SAMBALPUR

e-Mail Id – <u>rdcsbp@nic.in</u>						
File No. XXIV-30/2022	Letter No. 4481	/Niz.	Dated : 24-5-22			

То

The District Informatics Officer, NIC, Sambalpur.

Sub :-

Publication of Tender Call Notice No. 4480 dt 24-5-22 on the district website.

Sir,

With reference to the subject cited above, I am directed to enclose herewith the soft copies and hard copies of the Quotation Call Notice to be published on 24.05.2022 in the official website of Sambalpur district till 02.06.2022.

Yours faithfully

Memo No. 4482-Niz. dated. 24-5-22

Copy forwarded to the Collector & District Magistrate Sambalpur/Project Director, DRDA, Sambalpur/Sub-Collector, Sambalpur/ Tahasildar, Sambalpur for information and necessary action. They are requested to publish the same on their Notice Board for wide circulation.

Memo No. 4483 /Niz. dated. 24-5-22

Copy to Notice Board of this office for wide circulation.

DOCUMENTS TO BE FURNISHED WITH THE TECHNICAL BID

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

- 1. Registration certificate of the organization.
- 2. The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of Sambalpur district duly registered under appropriate authorities.
- 3. Certified copy of bank statement in the name of the organization containing transaction made during the last one year.
- 4. Documentary proof of at least three years' experience in providing manpower to Govt. Department / Public Sector Companies / Banks etc.
- 5. Copy of valid labour license (R&A) Act, 1970.
- 6. Copy of PAN/GIR card and GST No.
- 7. Copy of the IT return filed for the last three financial years.
- 8. Copies of EPF and ESI registration certificates.
- 9. Copy of the Service Tax Registration Certificate ST-02 return as on 31.03.2022.
- Copy of audited statements of accounts for the last three years (Balance Sheet, Profit & Lost A/c etc).
- 11. EMD ₹5,000/- in shape of DD in favour of AFA-cum-Under Secretary to RDC,ND, Sambalpur.
- 12. DD for ₹1,000/- towards cost of tender paper.
- 13. An affidavit mentioning that he/she/firm is not black listed by any Govt. organisation / undertaking or that no criminal or vigilance case is pending.

CHECK LIST OF DOCUMENTS SUBMITTED

(Attached with Tender Paper as per following serial order)

Name of the Service Provider:

Sl. No.	Documents to be submitted	Submitted	Remarks
1	Registration Certificate of the organisation		
2	Photocopy of PAN card of Man Power Service Provider		
3	Copy of the IT return filed during the last three financial years 2019-20, 2020-21, 2021-22		
4	Copies of EPF and ESI Certificate		÷
5	Copy of the GST Registration Certificate		
6	Copy of the Service Tax Registration Certificate & return as on 31.03.2022		
7	Certified extracts of the audit statement (profit/loss statement) containing transaction during last three years.		
8	Valid Labour License in Odisha		
9	Copies of the EPF & ESI deposits for the last 2 quarters from the date publication of Tender		
10	Copy of the IT return filed for the last three financial years		
11	Experience Certificate for supply of Man Power for the last 3 financial year		
12	Affidavit to the effect that the firm is not black listed by any organisation or any criminal case registered against firm or its owner/partner.		
13	DD of Rs. 1000/- towards Tender Paper Cost (Non refundable)		
14	DD of Rs. 5000/- towards EMD (refundable without interest)		
15	An undertaking to the effect that they are clarified about the terms & conditions including financial bid of the tender call		
16	Detail address of the Registered Office within the jurisdiction of Sambalpur district		

Date Place Signature of Bidder Name Seal

NB – All documents are compulsory. Non submission of documents will lead to cancellation of Tender Paper.

APPLICATION FOR FINANCIAL BID

For Providing Manpower Services to O/O RDC, ND, Odisha, Sambalpur & O/o LAR&R Authority, ND, Sambalpur.

- 1. Name of Tendering Manpower Service Provider:
- 2. Rate per person per month (8 hour per day) inclusive of all statutory liabilities, taxes.

Sl. No.	Manpower Type	Monthly Rate per person						
		Remuneration (Including employee share of EPF & ESI)	Employer's contribution to EPF	Employer's contribution to ESI	Other Statutory dues, if any	Service Charge	GST	Total per person Gross
1	Process Server							
2	Peon							
3	Night Watchman							
4	Sweeper							

Date:

Place:

Signature of Authorised Person Name: Seal

N.B.: 1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into 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.

3. The bidder quoted with lowest evaluated monthly charges under the provision of Rules for the required manpower will be awarded with contract.

APPLICATION FOR TECHNICAL BID

For providing manpower service to 0/o RDC, ND, Odisha, Sambalpur & 0/o LAR&R Authority, ND, Sambalpur.

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- 1. Name of Tendering Manpower Service Provider
- 2. Details of Tender Cost
- 3. Details of EMD
- Name of Proprietor/Partner/ Director
- 5. Full Address of Registered Office : with email and telephone No.
- 6. Full Address of Operating Office : with email and telephone No.
- 7. Name & Telephone No. of Authorised: Officer/Person to liaise with field office
- 8. Banker of Manpower Service : Provider (Attach certified copy of Statement of A/c for the last three years)
- 9. PAN / GIR No. (Attach attested copy)
- 10. Service Tax & GST Registration No.: (Attach attested copy)
- 11. EPF Registration No. (Attach attested copy)
- 12. ESI Registration No. (Attach attested copy)

13. Financial Turnover of the tendering Manpower Service Provider for the last three Financial years (Audited Statement to be attached).

Financial Year	Amount in Lakh	Remarks, if any
2019-20		
2020-21		
2021-22		

14. Additional information, if any : (Attach separate sheet if space provide is insufficient)

15. Give details of the similar contacts handled by the tendering manpower service provider during the last three years in the following format.

Sl. No.	Name of the Client Address, Telephone & Fax No.	Manpower Services Provided		Amount of contract	Duration of Contract		
		Type of manpower	Nos.	(In Lakhs)	From	То	

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

Date Place Signature of Authorised Person Name Seal

DECLARATION

- 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 aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorised Person

Name: Seal

Date: Place:

TERMS & CONDITIONS OF THE AGREEMENT

- 1. The agreement shall commence from the date of Agreement and shall continue for one year unless it is curtailed or the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirement.
- 2. The agreement shall automatically expire after one year unless extended further by the mutual consent of the Manpower Service Provider and the authority.
- 3. The agreement may be extended on the same term and conditions 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 right and liabilities under this agreement to any other agency or organization by whatever name by called without the prior written consent of the authority.
- 5. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender in the O/o RDC, ND, Sambalpur or at a 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 breach of terms of agreement making it liable for legal action besides termination of agreement.
- 6. The authority reserves the right to terminate the agreement during period also after giving 15 days' notice to the Manpower Service Provider.
- 7. The persons deployed shall be required to report for work during office hours before the Secretary to RDC, ND, Sambalpur and may also be required to work beyond 5.00 PM for which he/she would not be paid extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leave early on three occasions, proportionate deduction from the remuneration for one day will be made.
- In case person deployed is asked to work beyond 8 PM he/she be entitled to late sitting-cumrefreshment compensation of ₹50/- (Fifty) per day.
- 9. The person deployed may be called on holidays to attend duty.
- 10. The Manpower service shall nominate a coordinate who shall be responsible for immediate interaction with the RDC, ND, Sambalpur so that optimal service of the persons deployed could be availed without any disruption.

- 11. The entire financial liability in respect of manpower service deployed in the O/o RDC,ND, Sambalpur or office concerned shall be that of the manpower service provider and the RDC,ND, Sambalpur or office concerned will in no way be liable. It will be the responsibility of the manpower service provide 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 RDC,ND, Sambalpur or office concerned. If at any point of time it is found that the agency is paying to the employee less remuneration, the agreement shall be terminated and EMD & security deposit shall be forfeited.
- 12. The payment of remuneration to the manpower has to be through bank account / Account Payee Cheque only. No cash payment can be made to them.
- 13. For all intents and purpose, the Manpower Service Provide 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 what so ever like employer and employee relationship against RDC, ND, Sambalpur or office concerned.
- 14. The manpower service provider shall be solely responsible for redressal of grievances or resolution of disputes relating to person deployed. The RDC,ND, Sambalpur or office concerned shall, in no way be responsible for settlement of such issue what so ever. In case the Grievance of the deployed person can place their grievance before a joint committee consisting of a representative of the RDC, ND, Sambalpur or office concerned and authorized of the Manpower Service Provider.
- 15. The RDC,ND, Sambalpur shall not be responsible for any financial loss or any inquiry to any person deployed by the Manpower Service Provider in the course of their performing the function/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 contract period or after expiry of the Agreement.
- 17. In case of termination of this agreement in its expire or otherwise the person 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 regularization of deployment with office under the provision of rules an act. Undertaking from the person deployed to this effect shall be requires to be submitted by the Manpower Service Provider.

- 19. 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 registration should be submitted. The Manpower Service Provider shall comply with the entire legal requirement for obtaining license under the contract Labour (Regulation and Abolition) act, 1970 if any at his own part of cost.
- 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 contribution towards provident Fund and Employee State Insurance, wherever applicable.
- 21. The person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 22. The person deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the RDC, ND, Sambalpur or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person concerned.
- 23. 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.
- 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 the O/o RDC, ND, Sambalpur or office concerned shall have no liabilities in this regard.
- 25. The Manpower Service Provider shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the RDC,ND, Sambalpur or office 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.
- 26. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the RDC, ND, Sambalpur or office concerned or any other authority under law.

- 27. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as result thereof, the RDC, ND, Sambalpur or office concerned is put to any loss/obligation, monetary or otherwise, the RDC, ND, Sambalpur or office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the Manpower Service Provider to the extend to loss or obligation in monetary terms.
- 28. The Agreement is liable to be 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 RDC, ND, Sambalpur or office concerned will have no liability towards nonpayment 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 RDC, ND, Sambalpur or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.
- 29. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the RDC, ND, Sambalpur or office sheet duly verified of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month.
- 30 The claim in bills regarding Employees State Insurance, Provident Fund, Service Tax etc. should necessarily accompany with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or while of the bill amount shall be held up till such proof is furnished, at the discretion of the RDC, ND, Sambalpur,
- 31. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable service for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
- 32. The authority reserves the right to withdraw relaxes any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.
- 33. The financial bid will be opened only of those bidders whose technical bids would be completed in all respects as per tender documents.
- 34. If the Service Charge of two or more Agencies remains same, then selection of Agencies will be made according to the decision of the Selection Committee.
- 35. The Technical bid should be accompanied with an EMD of Rs.5,000/- and Tender Cost of Rs.1000/- in the form of two DD in favour of AFA-cum-Under Secretary to RDC,ND, Sambalpur.

- 36. The EMD in respect of Agencies which do not qualify the technical bid/financial bid shall be returned to them without interest. In case of successful tendered, 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.
- 37. The Successful bidder will have to deposit a security deposit of Rs.50,000/- in form of *DD in favour* of *AFA-cum-Under Secretary to RDC,ND, Sambalpur.*
- 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 same 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.

24/5/2012