

**OFFICE OF THE DISTRICT & SESSIONS JUDGE
WEST TRIPURA :: AGARTALA**

No.F.51(DRC)-DJ/W/Estt./2024/7146

Dated, Agartala
The 20th June 2024.

**NOTICE INVITING TENDER FOR ENGAGEMENT OF PART-TIME WORKER ON
OUTSOURCING BASIS FOR THE ESTABLISHMENT OF THE SUB-DIVISIONAL
JUDICIAL MAGISTRATE & CIVIL JUDGE(JR. DIVN.), MOHANPUR, WEST TRIPURA**

It is proposed to engage **02 (Two) nos. of Part-Time Worker for the Establishment of the Sub-Divisional Judicial Magistrate & Civil Judge(Jr. Divn.), Mohanpur, West Tripura.** Sealed tenders are invited from licensed/ registered Agencies having experience in dealing with similar nature of work in Government offices/ PSUs/ Autonomous & corporate bodies. Tender documents can be obtained from the Office of the District & Sessions Judge, West Tripura Judicial District, Agartala, on any working day between **01.07.2024 to 09.07.2024 upto 4.00 P.M.** Last date of submission of sealed tender Bid is: **12.07.2024 upto 5.00 P.M.** Detailed tender documents are also available on official website : <https://westtripura.dcourts.gov.in>. **The competent authority reserves the right to accept/ reject any tender without assigning any reason what so ever.** All are requested to read the tender document carefully and comply with the instructions and statutory requirement.

**(S. SHARMA ROY)
DISTRICT & SESSIONS JUDGE
WEST TRIPURA :: AGARTALA**

TENDER DOCUMENTS FOR OUTSOURCING OF SERVICES OF PART -TIME WORKER

1. Part -Time Workers should have minimum qualification of Class VIII pass, posses good health and moral character pleasant personality.
2. The initial period of contract would be for 12 months, renewable on satisfactory performance subject to the necessary approval of the competent authority.
3. Tender document may be collected physically from the Office of the District & Sessions Judge, West Tripura, Agartala and also may be downloaded from the official website of the Judgeship of West Judicial District.
4. Tender to be dropped in the office of the District & Sessions Judge, West Tripura Judicial District, Agartala.
5. Period of dropping of Tender is **02.07.2024 to 12.07.2024 upto 5.00 P.M. No tender will be accepted after last date i.e. on 12.07.2024 .**
6. The required manpower will have to be supplied by the agency within **15 days** of award of contract.
7. Only those who fulfill the following minimum criteria may submit their Tenders/Bids Viz:-
 - i) Should have been registered with the Government authorities for such work and a copy of each of the registrations shall be attached with the Bid.
 - ii) Should have PAN/TAN number and GST registration. Three year returns in this regard should be attached with the Bid.
 - iii) Should not have been blacklisted by any Government Organization/ Office.
 - iv) Should be willing to take up the contract on the terms and conditions as at Annexure-I.
 - v) Should have an Office in Tripura preferably in Agartala.
8. An Earnest Money Deposit(EMD) of **Rs.15,000/- (Rupees Fifteen Thousand)** only in the form **Demand Draft** in favour of the **Drawing & Disbursing Officer, O/o the District & Sessions Judge, West Judicial District, Agartala** to be submitted along with the technical Tender, failing which the Tender shall not be considered valid.
9. The tenders/bids shall submit Technical & Physical Tender in two separate sealed covers & both the sealed covers should be placed in the main sealed covers superscripted “Tender for outsourcing of services of Part -Time Worker”.
 - A. The first sealed covers should be superscripted “Technical Bid” and should contain.
 - a. The proforma at **Annexure-II**, duly filled in.
 - b. Agency profile, including previous experience of manpower supply.
 - c. Acceptance of terms and conditions at **Annexure-I**.
 - d. Demand draft for Earnest Money Deposit (EMD).
 - e. All other required documents.

- B. The second sealed cover superscripted “Financial Bid” should contain only rates which are to be quoted on monthly basis as per Govt. of Tripura working days (Annexure-II PART-B);
10. The Tech bids will be opened by the authority at **5.00 P.M.** on **18.07.2024.** if possible, in the presence of the participating bidders who may remain present.
11. On the basis of recommendation of evaluation committee/ authority bid will be opened and lowest bidder will be awarded the contract, subject to fulfilment of other terms and conditions.

ANNEXURE-I**TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF PART -TIME WORKERS**

1. The personnel provided must be a citizen of India having valid documents with good health and character. Minimum Education qualification should be Class-VIII pass.
2. The EPF, ESI facility & Service charge of the supplier and all Taxes would be included in the tender value and it would be indicated respectively. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable from time to time. Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation.
3. There is no scope to appoint or absorb outsourced person against any temporary or regular post. No such claim can be raised by the outsourced person.
4. The period of contract may be for one year & after lapse of the said period the contract may be extended for further period of one year on mutual consent.
5. The service of the outsourced staff may be utilized by the authority for other official duty as and when required.
6. The requiring department should not be responsible or party to any dispute or difference that may arise between the agency and engaged person.
7. The persons supplied by the Agency should not have any adverse Police records/Criminal cases against them. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediate on receipt of such request.
8. The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this department and further the said persons of the service provider shall not claim any employment, engagement or absorption in the Subordinate Judiciary of Tripura.
9. The service provider's persons shall not claim any benefit/ compensation/ absorption/ regularization/ of service form/ in this office/ Department under provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 and other related Act/ rules in force. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this Office/ Department.
10. The Service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential/ secret in nature.

11. The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions must promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
12. The persons deputed shall not be minor.
13. The office/ Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this office/ Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office/Department.
14. The service provider has to provide photo identity cards to the persons employed by him/ her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
15. The service provider shall ensure proper conduct of his persons in the office premises and enforce prohibition of consumption of alcohol drinks, smoking, loitering without work.
16. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the Office/ Department shall not be liable or responsible on any of this account towards any personnel of the service provider.
17. The service provider shall submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the Office after deduction of taxes deductible at source under the laws in force, subject to availability of fund from the State Government.
18. Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
19. No wage/ remuneration will be paid to any staff for the days of absence from duty.
20. The service provider shall arrange for a substitute well in advance, if there is any possibility 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 service provider.
21. The service provider shall be contactable at all times and message sent by phone/ e-mail/ Special Messenger from this Office/ Department to the service provider shall be acknowledged immediately, on receipt on the same day. The service provider shall strictly observe the instructions issued by this Office/ Department in fulfilment of the contract from time to time.

22. This Office/ Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the service provider.
23. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damages in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees etc. If this office/ Department suffer any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse to this office/ Department for the same. The agency shall keep this office/ Department fully indemnified against any such loss or damage.
24. This office/ Department will maintain an attendance register in respect of the person deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the person at the approved rates.
25. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of 12 months commencing from date of signing such agreement. The service charges/ rates quoted by the agency shall be entertained during the period of 12 months. Any statutory increase in wages/ DA etc. during this period is to be absorbed by the service provider.
26. The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this Office/ Department.
27. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the agency from this office/ Department shall be forfeited by the office/ Department.
28. That on the expiry of the agreement, as mentioned above the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
29. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the District & Sessions Judge, West Judicial District, Agartala whose decision shall be binding on both the parties.

ANNEXURE-II

PART-A

Sl. No	Particular	To be filled by the tenderer
1.	Name of the Agency	
2.	Details of EMD	
	i) Amount	
	ii) Draft No.	
	iii) Date	
	iv) Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with Office Telephone Number/ mail address and name of the contact person.	
5.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed)	
6.	PAN/TAN Number (Copy to be enclosed).	
7.	GST Registration Number (Copy to be enclosed).	
8.	Whether the firm is blacklisted by any Government Department or any criminal Case is registered against the firm or its owner/ partner anywhere in India.	
9.	Length of experience in the field.	
10.	Experience in dealing with Government Department (Indicate the names of the Department and attached copies of contracts order placed on the agency).	
11.	Whether a copy of terms & Conditions (Annexure-I), duly signed, in token of acceptance or the same is attached.	
12.	Whether agency profile is attached.	
13.	List of other clients.	
14.	A copy of Affidavit stating that the agency was not blacklisted on their contract terminated due to non-compliance of agreement on any kind of breach of contract Acts & Rules relevant to service render by them.	

ANNEXURE-II

PART-B

PROFORMA FOR FINANCIAL BID
(Columns can be added)

Name of the post	Minimum wages per month/ employees (in Rs.)	Service Tax (in Rs.)	Service Charges/ Adm. Charges (in Rs.)	Any other Taxes (in Rs.)	Per month total wages (in Rs.)	Total involvement for 01(One) no. Part-Time Worker (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note : All figures should be written in words also.