

TENDER CALL NOTICE

DISTRICT OFFICE : SUBARNAPUR.
(Emergency Section)

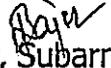
No. 2950 //

Dt. 22.03.21

Sealed tender are invited from eligible registered firms/agency for providing service of Data Entry Operator on an outsourcing basis in District Emergency Operation Centre, Subarnapur. Details regarding eligibility criteria, terms and conditions and formats for submission of tender may be downloaded from the website www.subarnapur.nic.in and the same along with the tender duly signed by the bidder along with sealed cover containing Technical Bid and Financial Bid should reach the office of the undersigned through registered / Speed Post / Courier Service on or before 06.04.2021 within office hour. The tender envelops must contain Technical Bid and Financial Bid. Technical Bid will be opened in the 1st phase on Dt. 07.04.2021 at 11.30AM in the office chamber of the undersigned thereafter the financial bid will be opened for those who qualifies in the Technical Bid.

The undersigned reserves the right to cancel the tender process at any point of time without assigning any reasons thereof.

Memo No. 2951 //

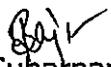

Collector, Subarnapur.
Dt. 22.03.21

Copy to DIO, NIC, Subarnapur for information and with a request to web hoist the tender call notice in the District website for general information.

Memo No. 2952 //


Collector, Subarnapur.
Dt. 22.03.21

Copy to the Office Superintendent of Collectorate, Subarnapur for information with a direction not to open the tender envelop and put his stamp with date and time on the body of the sealed envelop. The sealed envelop must be submitted to the Deputy Collector (Emergency) on everyday at the end of working hour.


Collector, Subarnapur.


TENDER CALL NOTICE

DISTRICT OFFICE : SUBARNAPUR.

No. 2953 // (Emergency Section) Dt. 22.03.21

Sealed tenders are invited for and on behalf of District Emergency Operation Centre, Subarnapur from experience and reputed manpower supplying agencies through outsourcing to supply one number of Data Entry Operator to work at DEOC, Subarnapur.

The Data Entry Operator should be a Graduate from a recognized University with minimum qualification of PGDCA from recognized institution having good knowledge of MS Office, Good typing skill, Internet connectivity etc. Their duties should broadly includes.

- a) Updating of data in different portals pertaining to Emergency Section.
- b) Daily recording of rainfall/temperature at PTO, Sonapur and reporting to IMD.
- b) Maintaining data base under CMRF, HSY, Red Cross etc.
- c) Regular tracking of Mail and WhatsApp, Sending e-Mail to different quarters.
- d) Any other works assigned by competent authorities as and when required.

2. The Agency shall sponsor the name of 5 persons, who will undergo skill test by Screening Committee within 7 days on finalization of tender. In view of emergent nature of work, preference to persons staying at Hqrs shall be given while selecting the candidate.

3. Terms and Condition : As per Annexure – I

4. Only those who fulfil the following minimum criteria may submit their bids:-

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(a) The manpower supplying agency must be a Company Registered under the Indian Companies Act, 1956 and should have been in existence for more than 5 years.

(b) It should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid.

(c) It should have PAN Number and Sale Tax/Service Tax registration proof, EPF, ESI and up-to-date IT return for the last three years as on 31.03.2020. Supporting documents in this regard must be attached with the bid.

(d) It should not have been blacklisted by any Government Organization. A self declaration in this regard should be submitted.

(e) It should be willing to take up the contract on the terms and conditions as at Annexure – I.

5. An Earnest Money Deposit of Rs. 5,000/- (Rupees Five Thousand Hundred only) in the form of Demand Draft in favour of the Collector, Subarnapur payable at SBI, Sonepur may be submitted in the technical bid envelop, failing which the bid shall not be considered valid.

The EMD may be forfeited.

- If a bidder withdraws its bid during the period of bid validity.
- The EMD of the un-successful bidder shall be returned.

6. The Tender should be submitted in two sealed covers:

(A) The first sealed cover should be super scribed "Technical Bid" and should contain:

- (i) The performance at Annexure – II duly filled in.
- (ii) Agency profile, including previous experience of manpower supply to Government Departments

- (iii) Declaration on Acceptance of terms and conditions at Annexure – I
- (iv) Demand Draft for earnest money deposit.
- (v) Copy of Service Tax registration and latest challan deposit proof.
- (vii) Copy of last three financial years audited statement.
- (viii) Copy of PAN Card.
- (viii) Self declaration by the authorized signatory of the bidder that firm is not debarred/blacklist by Government.
- (ix) Copy of EPF Certificate and latest challan deposit proof with latest ECR proof.
- (x) Copy of ESI Certificate and latest challan deposit proof.

(B) The second sealed envelop superscripted "Financial Bid" should contain only rates which is to be quoted on monthly basis for normal duty of 8 hours per day per persons in a week and service charge/administrative charges of the agency (Annexure – III).

(C) Both the sealed cover should be placed in the main envelop superscripted "***Tender for supply of Outsourced Staff***". This should be addressed to the Collector, Subarnapur and sent by registered post/speed post/ Courier Service latest **by 06.04.2021** within office hour.

8. If the rates/quotations (wages plus the statutory contributions like EPF, ESIC, etc.) submitted by any Agency are found to be less than the minimum wages notified by the Labour Department, Government of Odisha, the bids of such an Agency will not be considered.

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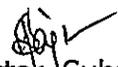
9. The Tender Paper will be opened by the Tender Committee on Dt. 07.04.2021 at 11.30AM in the presence of the participating bidders who may like to be present or their authorized agent.

10. The Tender Committee will assess the ability of the agencies to supply requisite number of personnel. The agency selected by the Tender Committee will have to send a panel of Data Entry Operators registered with them to this Office for a practical test on the basis of which the Data Entry Operator will be engaged.

11. The tender has been invited under single bid system i.e. Technical Bid and Financial Bid.

12. The Bid shall remain valid for a period not less than 90 days after the dateline for submission of tender.

13. The authority reserves the right to reject all bids/terminate the tender process without assigning any reasons thereof.


Collector, Subarnapur.
✓ **COLLECTOR**
Subarnapur

**TERMS AND CONDITIONS FOR OUTSOURCING
OF THE SERVICE OF DATA ENTRY OPERATOR.**

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire immediately on the next day of completion of agreement period 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 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 sub-contract 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 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 document furnished by it is found to be false at any stage it will be deemed to be breach of term and agreement making it liable for legal action besides termination of the agreement.
6. Either Party reserves the right to terminate the agreement during initial period also after giving 15 days notice.
7. The person deployed shall be required to report for work at 10.00 AM to the District Emergency Operation Centre, District Subarnapur, of the office concerned and would leave at 5.30 PM and may also require to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remain absent on a

particular day or come late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

8. The person deployed may be called on holidays to attend duty in case of exigency.

9. The Man Power Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the district so that optimal services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of manpower service deployed in the District shall be that of the man power service provider and the District will in no way be liable . It will be the responsible of the manpower service provider to pay to the person deployed a sum of not less than the minimum rate fixed by the Authority and adduce such evidence as may be required by the District.

11. For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Manpower Service shall not have any claim whatsoever like employer and employee relationship against the District.

12. The Manpower Service provider shall be solely responsible for the redressal of grievances, or resolution of disputes relating person deployed. The District 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 Provide, the deployed person can place their grievance before a Joint Committee consisting of a representative of the District and an Authorized representative of the Manpower Service Provider.

13. The District Authority 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.

14. 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 agreement period or after expiry of the Agreement.

15. 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 and other capacity.

16. 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.

17. 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 in support of 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 and cost.

18. 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, wherever applicable.

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

20. 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 district. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

21. 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 application laws besides, action for breach of contract.

22. 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 district shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the District, 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 the district.

24. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the district or any other authority under Law.

25. The Tax deduction at source (T.D.S) shall be done as per the provision of income Tax Act/Rule, as amended, from time to time and certificate to this effect shall be provided by the District.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the District is put to any loss/ obligation, monetary or otherwise, the District 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.

27. Agreement is liable to terminate because of non-performance, deviation of terms and condition of contract, non-payment of statutory dues. The District 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 District by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

28. In case of breach of any terms and condition attached to this agreement, the performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned 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 shall be released on or before 12th of succeeding month.

30. The claim 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 the District.

31. The amount of penalty calculated @ 100 per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

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

33. In the event of any dispute arising in respect of the clause 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.

34. All disputes shall be under the jurisdiction of the court at the place where the headquarter of the authority, who has executed the agreement is located.

35. GST @ 18% or such other rate as applicable time to time by the government of India.

36. EPF @ 13% or such other rate as applicable from time to time by the government of India.

4.

37. Contractual employees shall be eligible (subject to exigencies of public service) for special leave of 10 days at the maximum during period of engagement for one year. The leave will not be carried over to the next year and will lapse on completion of each year of service.

38. Unauthorized absence for a continues period of 15 days or more will automatically terminate his/her engagement.

39. Female contractual employees, who are married and have less two surviving children would be eligible to get the benefits of "absence from duty" on maternity ground in terms of Finance Department Circular No. 12383/F Dt. 31.03.2012.

Category of worker	Basic	Employers Contribution towards		Service Charges	GST	Gross Total (1+2+3+4+5)
		EPF @.....	ESI @			
	(1)	(2)	(3)	(4)	(5)	(6)
Data Entry Operator						

ANNEXURE – II

Sl. No.	Particular	To be filed by the tendered
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, Fax Number and Mobile Number and Name of the contact person.	
5	Whether registered with all concerned Government Authorities (companies Act, 1956) Copies of all certificates of registration to be enclosed)	
6	PAN Number (Copy o be enclosed)	
7	Service Tax 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 of India.	
9	Length of experience in the field.	
10.	Experience in dealing with Government Department (Indicate the name of the Department and attached copies of contract order placed on the agency)	
11.	Whether a copy of the terms and conditions (Annexure – II) Duly signed, in token of acceptance or the same is attached.	
12.	EPF Certificate and latest Challan deposit proof.	
13.	Last three Year IT Returns as on 31.03.2020.	
14.	Last three year financial Audit Report on Dt. 31.03.2020 (Proof)	

Seal and Signature of the Bidder.