

ZILLA PARISHAD, SUBARNAPUR
TENDER NOTICE

No. 6444

Date. 05-11-2022

Sealed tender is invited under two-bid system from reputed and experienced services providing agency for providing auxiliary and support service on out sourcing basis for a period of one year to DWSM, Zilla Parishad, Subarnapur as follows:

Sl. No	Name of the post	Nos. required
1	Peon cum sweeper	01

The details regarding eligibility criteria, terms and conditions and formats for submission of tender documents can be obtained from the District website <http://subarnapur.nic.in> . The last date and time for submission of tender documents is Dt. 28-11-2022 by 5 PM through speed post/registered post/Courier Service at the address below.

To

Chief Development Officer-Cum- Executive Officer, Zilla Parishad, Subarnapur
Office of the Zilla Parishad, Subarnapur
At/Post/ Dist- Subarnapur
Pin- 767017
Odisha

Bidders are required to submit Technical Bid and financial bid in separate envelopes enclosed in a common envelope mentioning “**Tender for providing auxiliary and support service on out sourcing basis for DWSM, Zilla Parishad Subarnapur**” on the cover of the envelopes.

The technical bid and financial bid will be opened on 29.11.2022 at 11:30 AM PM in the office chamber of the CDO-CUM-EO, Zilla Parishad, Subarnapur in the presence of the bidders or their authorized representatives.

The Authority reserves the right to accept or reject any or all tender without assigning any reason thereof.


Collector-Cum-CEO
ZP, Subarnapur
Collector-cum-CEO
Zilla Parishad, Subarnapur

Memo No 6445

Date - 05-11-2022

Copy to DIO, NIC, Subarnapur for information and necessary action. He is requested to web hoist the Tender Notice in the district portal.

Copy to Notice board of Collectorate, Subarnapur/ZP, subarnapur/all Blocks/All Tahasil for information and request to display the notice for wide publication.


Collector-Cum-CEO
ZP, Subarnapur
Collector-cum-CEO
Zilla Parishad, Subarnapur

SCOPE OF WORK AND GENERAL INSTRUCTON FOR BIDDERS

1. The Zilla Parishad, Subarnapur, requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of 01 number of Peon-cum-sweeper at District level, on outsourcing basis for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from _____ (date) and would continue till _____ (date). The period of the contract may be further extended beyond _____ (date) provided the requirement of the Zilla Parishad, Subarnapur for manpower persists at that time or may be curtailed / terminated before _____ (date) owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Zilla Parishad, Subarnapur requirements. However, the Zilla Parishad Subarnapur reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Zilla Parishad, Subarnapur has tentative requirement 01 number of Peon-cum-sweeper. The requirements may increase in any/all the categories, as per time to time guidelines/ instructions received from Government.
4. The estimated cost of the contract is Rs 1,08,000/- only.
5. The tender document can be downloaded from the website www.subarnapur.nic.in.
6. The interested Manpower Service Providers may submit the complete tender document in all respects and other requisite documents by **28-11-2022** (date) up to **5:00 PM** at Zilla Parishad, Subarnapur.
7. The various crucial dates relating to “Tender for providing auxiliary and support service on out sourcing basis for DWSM, Zilla Parishad Subarnapur” are cited as under:
 - (a) Date and time of receipt of the Tender documents by speed post/ Registered post/Courier Service : on before **28-11-2022** by **5:00 PM**

(b) Date and time for opening of

(i) Technical Bid : 29-11-2022 at 11:30 AM

(ii) Financial Bids of eligible Tenders: 29-11-2022 at 11:00 AM

& selection

(c) Likely date for commencement of: _____

Deployment of required manpower

8. 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 auxiliary and support service on out sourcing basis for DWSM, Zilla Parishad Subarnapur”** & **“Financial Bid for providing auxiliary and support service on out sourcing basis for DWSM, Zilla Parishad Subarnapur”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for providing auxiliary and support service on out sourcing basis for DWSM, Zilla Parishad Subarnapur”**.

9. The bidder shall submit & execute a “BID security declaration. In lieu of BID security (EMD) with stipulation that, if he or she withdrawns or modifies his/her BIDs during period of validity etc he or she will be suspended for the time specified in the tender documents as per finance department letter no. 8943/F Dt.08.03.2021 of Government of Odisha.

10. The successful bidder will have to deposit a performance Security Deposit of 3% of contract value in the form of Bank Guarantees from any Nationalized Bank drawn in favour of Chief Development Officer-Cum- Executive Officer, Zilla Parishad Subarnapur 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.

11. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Government/ Central Government), along with The 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 Card.

(c) Copy of the IT return filed for the Last three financially years (21-22, 20-21, 19-20).

(d) Copy of EPF and ESI registration Certificate.

- (e) Tender paper cost **Rs. 708.00 (Rupees Seven Hundred Eight)** only in shape of DD duly pledge in favour of Chief Development Officer-Cum- Executive Officer, Zilla Parishad Subarnapur. The DD should be in the name of firm.
- (f) Copy of the GST Registration Certificate.
- (g) Certified extracts of Bank Account containing transactions during last one year.
- (h) Copy of GST return file for September-2022.
- (i) Copy of three years Annual turn over certificate duly attested by CA firm.
- (j) Under taking regarding non-black listing (on stamp paper of Rs. 10 /- in shape of Affidavit from notary).
- (k) Copy of EPF payment receipt for September 2022 of firm to be submitted.
- (l) Undertaking regarding non pending of any judicial proceeding for any criminal offenses (on Bidder Letter head).
- (m) Submission of Bid declaration certificate on bidders latter head.

12. The Conditional bids shall not be considered and will be rejected in very first instance.
13. 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. If such cases found, the tender shall be summarily rejected. But in case of that Bids, signature of a authorized person in the technical Bid application must be taken into consideration.
14. The Technical Bids shall be opened on the scheduled date and time at **11:00 AM** on **Dt.29-11-2022**, in the Office chamber of CDO-CUM-EO, Zilla Parishad Subarnapur in the presence of the bidder/ representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened whose Technical Bids are found eligible. The Financial bids shall be opened at **11:00 AM** on **Dt. 29-11-2022** in the office chamber of CDO-CUM-EO, Zilla Parishad, Subarnapur in the present of the bidders/representative of the Manpower Service Providers, if any, who wish to be present on the sport at that time.
16. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of technical bids and no request for any variation in quoted rate and or withdrawal of bids on any ground by the bidders shall be entertained.

17. The Authority reserves the right to accept or reject any or all tender without assigning any reason thereof.

The bidder having the lowest evaluated financial bid (L-1) would be consider for award of the contract subject to fulfillment of the terms and conditions of the tender document. Incase, the lowest bidder L-1 is disqualified after selection for any reason then negotiations will be made with the second lowest (L-2) bidder for award for contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. Incase of tie in the financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the resources deployment service for the required period will be consider for award of contract.

The quoted rate shall not be less than the minimum wage fixed / notified by the Finance Department, Govt. of Odisha from time to time and shall include all statutory obligations.

TECHNICAL REQUIRMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should fulfil the following technical specifications.
 - (a) The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the user Zilla Parishad, Subarnapur / 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 leave their own Bank Account.
 - (e) They should register with income Tax and Service Tax Department.
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
 - (g) They should have any other regulatory clearance (to be specified by the user Zilla

Parishad, Subarnapur) that may be required for providing manpower services.

- (h) The Minimum annual turn-over of the company shall at least be 5 times of the present contract value.
- (i) The agency must have executed contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER IN THE ZILLA PARISHAD, SUBARNAPUR**

1. She / He should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Peon-cum-sweeper will be 5th Pass.
3. Age relaxation and first preference will be given to experienced candidates who have worked in same field in Subarnapur District

APPLICATION-TECHNICAL BID

For providing Manpower Services to Zilla Parishad, Subarnapur

1. Name of Tendering Manpower Services Provider: _____
2. Details of Tender paper Cost : 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 o. :
FAX No. :
E-mail Address :
5. Name & Telephone No. of Authorized Officer /Person to liaise with Field Officer (s):
6. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last one years):
7. PAN No. (Attach attest copy):
8. GST Registration No. (Attach attest copy):
9. E.P.F. Registration No. (Attach attest copy):
10. Copy of GST return file for September-2022:
11. Affidavit for not black listing by any State Govt./ Central Govt., PSU/agency:
12. Copy of three years Annual turnover certificate duly attested by CA firm:
13. Undertaking regarding non-black listing (on Stamp Paper of Rs. 10/- in shape of affidavit from notary):
14. Undertaking regarding pending of any Judicial proceeding for any criminal offence:
15. Copy of EPF payment receipt for September 2022 of firm to be submitted:

16. E.S.I. Registration No. (Attach attest copy):

17. Submission of Bid declaration certificate on bidders latter head:

18. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years :

Financial Year	Amount (in Lakhs)	Remarks, if any

19. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last here years in the following format.

(If he space provided is insufficient, a Separate Sheet may be attached):

Sl. No.	Name of Client, address, Telephone & Fax No.	Manpower Services		Amount of contract (₹ in lakhs)	Duration of Contract	
		Type of manpower provided	No.		From	To

20. Additional information, if any (Attach Separate Sheet, if required) :

Signature of Authorised Person

Date :

Name :

Place:

Seal:

Declaration

1. I, _____ Son/ Daughter/ Wife of Shri

Proprietor / Director / Authorised 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 Authorised Person

Date :

Full Name :

Place :

Seal:

APPLICATON – FINANCIAL BID

For Providing Manpower Assistance to Zilla Parishad, Subarnapur

1. Name of Tendering Manpower Service Provider: _____

2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc :

Sl. No	Manpower Type	Monthly Rate per Person						
		Take home remuneration	EPF	ESI	Other Statutory dues, if any	Service Charge	Service Tax	Total per person
1	Peon-cum-sweeper							

* The take home remuneration for Peon-cum-sweeper post shall be Rs. _____/- per month only

Signature of Authorised Person

Date:

Full Name:

Place:

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 into the 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 & CONDITION

1. The Agreement shall commence from _____ (Date) and shall continue till _____ (Date) unless it is curtailed or deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on _____ (date) 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 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 Zilla Parishad, Subarnapur at present, has tentative requirement of 01 (no) of Peon-cum-sweeper on urgent basis. The requirement of the Zilla Parishad, Subarnapur may further increase for decrease marginally, during the period of initial contract also and the tender 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.
7. 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 Chief Development Officer, Zilla Parishad or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.30 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 Zilla Parishad, Subarnapur 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 Zilla Parishad, Subarnapur or office concerned shall be that of the manpower Service provider and the Zilla Parishad, Subarnapur 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 evidence as may be required by the Zilla Parishad, Subarnapur or office concerned.
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 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 Zilla Parishad, Subarnapur 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 Zilla Parishad Subarnapur 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 a representative of the Zilla Parishad Subarnapur office concerned and an Authorized representative of the Manpower Service provider.
14. The Zilla Parishad Subarnapur shall be 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 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 and 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 responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees state insurance, wherever 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 he assigned work and their actions should promote good will and enhance the image of the Zilla Parishad Subarnapur of office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

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 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 Zilla Parishad Subarnapur or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Zilla Parishad Subarnapur or Office concerned 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 Zilla Parishad Subarnapur or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Zilla Parishad of office concerned or any other authority under Law.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the Zilla Parishad, Subarnapur to the office concerned is put to any loss / obligation, monetary or otherwise, the Zilla Parishad, Subarnapur to 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.
27. 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 Zilla Parishad, Subarnapur 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 dues of the service provider to statutory authorities. If any loss or damage is caused to the Zilla Parishad, Subarnapur or Office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

28. In case of successful tendered if the agency fails to deploy the required the required manpower against the initial requirement within 30 days from date of placing the order the performance security shall stand forfeited without giving any further notice.
29. The successful tenderer will have to deposit a security amount of Rs. 9000 (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but Hypothecated to the Chief Development Officer-Cum-Executive Officer, Zilla Parishad, Subarnapur, covering the period of contract. In case the, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tendered.
30. 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.
31. The Manpower Service Provider shall raised the bill, in triplicate, along with attendance sheet duly verified by the Zilla Parishad,, Subarnapur 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 will be released by the second week of the succeeding month.
32. The claim in bills regarding Employees State Insurance, Provident fund, and Service Tax etc. should be necessarily accompanies 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 Zilla Parishad, Subarnapur or office Zilla Parishad, Subarnapur or Office concerned.

33. 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 Manpower Service provider shall be deducted from its monthly bills in the succeeding month.
34. The Authority reserve the right the withdraw or relax any of the terms and condition 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 bidder will enter into an agreement with this Zilla Parishad, Subarnapur for supply of suitable and qualified manpower as per requirement of this Zilla Parishad, Subarnapur on the above terms and conditions.