

OFFICE OF THE COLLECTOR, CUTTACK
(ST & SC Dev. Section)

No. 2029 /WEL Dt. 03/09/18

TENDER CALL NOTICE

**Notice inviting Tender for award of contract for providing services of
Data Entry Operator-cum-Office Assistants to be engaged in Legal Aid Cells of Cuttack District.**

Sealed tenders are invited from intended service providers to provide manpower services of the DEO-cum-Office Assistants to be engaged in different Legal Aid Cells of Cuttack District for a period of one year w. e. f. the date of effectiveness of the agreement on contract.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document enclosed at Annexure-I. The EMD of Rs.1000/-only should be paid by Demand Draft in favour of the District Welfare Officer, Cuttack payable at Cuttack along with the technical bid. The last date, time and place for submission of Tender document is **2.00 P.M. on 10.09.2018** in the office of the District Welfare Officer, Cuttack. The tender documents should be submitted through speed/registered post only.

The tender document may be downloaded from the website cuttack.nic.in and any corrigendum(s) shall be communicated through the tender section on the same website.

Collector, Cuttack

Memo No. 2030 Dt. 03/09/18

Copy to DIO, NIC, Cuttack for information and necessary action. She is requested to host this tender call notice in tender column of the District Website till 10.09.2018 for general information.

Collector, Cuttack

**OFFICE OF THE COLLECTOR, CUTTACK
(ST & SC Dev. Section)**

TENDER DOCUMENT

For providing Manpower Services of by a Private Service Provider

Tender Schedule:

(a) Last Date and Time for submission
of Tender Document **2.00 P.M. on or before 10.09.2018**

Note: Late bid shall be out rightly rejected

(b) Date and time for opening of Bids **3.00 P.M. on 10.09.2018**

BIDDER'S COVERING LETTER

To,

The District Welfare Officer,
1st Floor, Room No.-45,
Collectorate, Cuttack

Dear Sir,

Ref: Tender No:_____

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. EMD for Rs.1000/- (Rupees one thousand) only has been deposited in form of D.D. No..... dated Drawn in bank: branch..... in favour of District Welfare Officer, Cuttack payable at Cuttack.

Dated:-

Signature of Authorised Signatory.....

In capacity of.....

Duly authorised to sign the bid for and on behalf of.....

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No: _____

To,

The District Welfare Officer,
1st Floor, Room No.-45,
Collectorate, Cuttack

Subject: Authorisation for attending bid opening on 10.09.2018 in the Tender for Manpower Services for the DEO-cum-Office Assistants to be engaged in the Legal Aid Cells of Cuttack District and Other (tender no _____ dated _____)

Dear Sir,

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

Order of Preference	Name	Specimen
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Signature

1.

2.

or

Officer authorised to sign the bid documents on behalf of the bidder.

Seal

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorisation as prescribed above is not produced

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	Page Number
1.	General instructions for bidders	06-08
2.	Tender Application - General Bid	09-10
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4.	Terms and Conditions	12-16

GENERAL INSTRUCTIONS FOR BIDDERS

1. The Collector, Cuttack (herein after called "Authority") requires the services of intended Manpower Service Provider to provide service of Data Entry Operator on contract basis for their engagement in different Legal Aid Cell of Cuttack District.
2. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the office for manpower persists at that time or may be curtailed/terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements. Collector, Cuttack, however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. The tentative requirement of the manpower as given below.

Sl. No.	Name of the Post	Number	Place of Engagement
1.	Data Entry Operator-cum-Office Assistant	19 nos.	Legal Aid Cell District Headquarter - 01 Sub-Collector Offices of Cuttack - 03 Block Offices of Cuttack – 14 Odisha State Legal Services Authority - 01 Total 19

4. The interested "Service Providers" may submit the tender document complete in all respects in a sealed cover along with Earnest Money Deposit (EMD) of Rs.1000/- (Rupees one thousand) only and other requisite documents to the office of the District Welfare Officer, Cuttack by 10.09.2018 through speed/registered post only.
5. The service provider should have its office either at Bhubaneswar or Cuttack.
6. E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.
7. The interested Service Providers are advised to submit all documents in one sealed envelopes super scribing "**Documents for Technical Qualification**", Financial Bid in another sealed envelope super scribing "**Financial Bid**" and both the envelopes are to be placed in a big envelopment superscribing "**Bid for Providing Manpower Services**" for the Legal Aid Cells of Cuttack District.
8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft drawn in favour of the District Welfare Officer, Cuttack payable at Cuttack.

9. The tendering Service Providers are required to enclose photocopies of the following documents (duly self-attested) **failing which their bids shall be summarily rejected and will not be considered any further:**
 - a) Copy of the GST Registration certificate of the Service Provider issued by the competent authority
 - b) Copy of PAN card
 - c) Copy of EPF certificate.
 - d) Copy of ESI certificate.
 - e) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970.
 - f) Copy of the Bank Account/ Accounts of the Manpower Service Provider.
 - g) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorised signatory in token of their acceptance.
10. **Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**
11. 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 authorised 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 initialled by the person authorised to sign the tender bids.
12. First of all the bids will be opened by the members of the Committee/Officers in presence of the authorised representatives, scrutinised and shortlisted as per the required documents. The Financial bids shall be opened in the presence of the authorised representatives of the shortlisted Service Providers only and selection of Service Provider will be made on the basis of the lowest bidder (L1) taking both the rates and Service Charge quoted.
13. Collector, Cuttack reserves the right to annul all bids without assigning any reason.
14. The Authorised signatory shall submit the letter of authorisation.
15. The quoted rates shall not be less than the minimum remuneration fixed/notified by the Finance Department, Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Collector, Cuttack shall not be liable for any dues for availing the services of the personnel. The monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.

16. All documents submitted shall be consecutively numbered having signature of the authorised signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorised signatory. In case the tender document is signed by the authorised signatory, a copy of the power of attorney/AUTHORISATION may be enclosed along with the tender.
17. Collector, Cuttack reserves the right to call for any document in original including the bank account to verify the veracity of the documents.
18. The minimum Eligibility Criteria will be as follows:
 - (i) For Data Entry Operators

Sl. No.	Designation	Age	Qualification	Suitability
1.	Data Entry Operator-cum-Office Assistant	He/ she must be within 21-32 years of age (In case of the Candidates having prior experience in Legal Aid Cells of Cuttack District, their previous engagement time period shall be taken into consideration as relaxation of age)	Graduate having with Knowledge in Ms Office and have speedy correct computer typing. PG Diploma or higher qualification in computer application will be preferred.	1. He/ she must be physically fit and should be willing to work even in odd hours. 2. Candidates having prior experience in Legal Aid Cells of Cuttack District may be preferred.

APPLICATION - GENERAL BID
(For Providing Manpower Services to different Legal Aid Cells of Cuttack District under District Welfare Office, Cuttack)

1. Name of Tendering Service Provider: _____
2. Status (Proprietor /Partner/ Director): _____
3. Details of EMD of Rs.1000/-:
DD No. _____ Date _____
Drawn from the Bank/ Branch _____
4. Full Address: _____
Office _____
Telephone No. _____
FAX No. _____
E-Mail Address _____
5. Full Address of Operating/
Branch Office: _____
Telephone No. _____
FAX No. _____
E-Mail Address _____
6. Name & Mobile No. of the
Authorised officer/person
to liaise with Field Office(s): _____
7. Banker/Branch of Service Provider: _____
8. PAN No. : _____
9. GST Registration No. : _____
10. E.P.F. Registration No. : _____
11. E.S.I. Registration No. : _____
12. Labour License, License from competent authority for Security &Registration under The Contract Labour (Regulation &Control) Act, 1970 (Self attested copies of all such documents be attached).

Date:
Place:

Signature of the authorised person

Name:

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.

Date:

Signature of authorised person

Place:

Name:

Seal:

APPLICATION - FINANCIAL BID
[For Providing Manpower Services of the DEO-cum-Office Assistant to be engaged in different Legal Aid Cells of Cuttack District]

1. Name of tendering Service Provider:

2. Rate per person per month inclusive of all statutory taxes:

Sl. No.	Manpower Type	Monthly Rate per Person						
		Basic Remuneration/ wage (as fixed/ notified by Odisha Govt.)	EPF (amount & %)	ESI (amount & %)	Other statutory dues if any	Service Charges/ Commission	GST	Total Per Person
1	Data Entry Operator							

Date:

Signature of the authorised person

Place:

Name:

Seal:

Notes:

1. The total rates quoted by the Service Provider should be inclusive of all statutory/ taxation/ liabilities in force during the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
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 as certified by the Authority.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence w.e.f. the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The effectiveness of the agreement commences w.e.f. the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f. the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The 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.
6. The requirement of required manpower by Collector, Cuttack may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional/ less manpower services accordingly on the same terms and conditions.
7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at 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 a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office of the District Welfare Officer, Cuttack so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Collector, Cuttack Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Collector, Cuttack or Offices concerned where he/she deployed.

12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Collector, Cuttack shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the 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.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. Consolidated amount shall be paid in respect of the persons deployed to the service provider as their remunerations/wages who, in turn, will pay the individual persons.
17. The Service Provider shall have to pay the minimum home take amount as fixed/ notified by Finance / Labour Department. The amount should be paid directly to the bank accounts of persons deployed. The Service Provider should deposit the bank challan showing such payment of each month to the District Welfare Officer, Cuttack together with the claim for the succeeding month; failing which no further payment will be released.
18. The person deployed shall not claim any benefit or compensation or absorption 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 Service Provider.
19. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copies of all the certificates should be submitted.
20. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
21. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
22. The persons 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 offices concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

23. The Data Entry Operators 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 maintain confidentiality on the records of the Government breach of which may put to action for breach of contract.
24. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to this office.
25. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority or any other authority under Law.
26. The Tax deduction at Source (T.D.S.), if applicable, shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time.
27. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, this Office or the offices concerned is put to any loss / obligation, monetary or otherwise, the office concerned will be entitled to get itself reimbursed out of the outstanding bills of the Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. This office will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities.
29. The decision of Collector, Cuttack in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

Financial Bid

30. The Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs.1000/-** refundable without interest, in the form of Demand Draft **failing which the tender shall be rejected out rightly.**
31. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Financial Bid shall be returned to them without any interest. **In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
32. The Service Provider shall raise the bill in triplicate to DWO, Cuttack in respect of the persons deployed.
33. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF,ESI, Bonus,

Gratuity etc. relating to personnel deployed by it or for any accident caused to them and the Collector, Cuttack shall not be liable to bear any expense in this regard. The Service Provider shall make payment of remuneration/ wages of a month to the personnel engaged by it by first week of the succeeding month.

34. The Service Provider shall also be responsible for the insurance of its personnel.
35. The Authority reserves 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.
36. 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.
37. All disputes shall be under the jurisdiction of the court of Cuttack.
38. The successful bidder will enter into an agreement with this Collector, Cuttack for supply of suitable and qualified manpower as per requirement on the above terms and conditions.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Address :

Name :

Phone No (O) : Seal :

Date:

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER
BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by service provider for deployment with date of birth, marital status, detailed address, educational qualification, photo ID Card etc.
2. Any other document considered relevant.