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OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, CUTTACK.

(DISTRICT NODAL OFFICER, MDM - CUM - DISTRICT EDUCATION OFFICER, CUTTACK.)

No. 6454 / Date 16.03.2021

Short tender call notice

Sealed tenders are invited from reputed Manpower Agencies / Service Provider to provide the service of one Programmer - cum - Accountant and one Data Entry Operator in DPMU, Cuttack and 14 nos of Data Entry Operators at Block Level through suitable placement agencies on contract basis for day to day Official work going under MDM Programme of Cuttack revenue District.

The tender papers for the above purpose containing detailed terms and conditions and statutory requirements can be obtained from the Office of the District Nodal Officer, MDM - cum - D.E.O. Cuttack on payment of Rs. 2000/- (Rupees two thousand) only (non - refundable in form of Crossed Demand draft issued by any Nationalised Bank/Scheduled Bank and drawn in favour of District Nodal Officer, MDM-cum-D.E.O., Cuttack payable at Cuttack) from 17.03.21 to 07/04/21 from 10.00 am to 1.30 pm on any working day and the money receipt obtained in token of purchase of tender paper in original shall be submitted along with the tender form. The tender without original money receipt shall be summarily rejected. The detailed information for outsourcing the service of aforesaid post has been given in the tender document which may be downloaded from the District website i.e. <http://www.cuttack.nic.in>. The tender papers complete in all respect along with necessary documents may be submitted in sealed cover in the office of the Dist. Nodal Officer MDM-cum-District Education Officer, Cuttack by person / Regd. Post / Speed Post captioned with "Quotations for Providing Man Power" on or before 08.04.2021 up to 03.00 PM. The Collector & District Magistrate, Cuttack shall reserves all right to accept / reject any tender without assigning any reason thereof.

By Order of Collector & District Magistrate, Cuttack.


15/3/2021

District Nodal Officer, MDM - cum -
D.E.O. Cuttack.

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DISTRICT NODAL OFFICER, MDM – CUM – DISTRICT EDUCATION OFFICER,
CUTTACK.

TENDER DOCUMENT

For providing the Services of one Programmer – cum – Accountant & one Data Entry Operator in DPMU, MDM, Cuttack and 14 no of Block level Data Entry Operators by a Private Manpower Service Provider to be engaged in the office of different BEOs of this District.

- a) Date and time for submission of Tender Document During Office hour on working days from 17.03.21 to 08.04.21 up to 3.00 am / pm
- b) Date and time for opening of
- i) Technical Bids By 3.30 am/pm on 08.04.2021 ✓
- ii) Financial Bids of eligible Bidders By 4.30 am/pm on 08.04.2021 ✓

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Nodal Officer, MDM – cum – District Education Officer, Cuttack requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Programmer & Data Entry Operators on outsourcing basis for day to day official work undergoing in MDM.
2. The contract for providing the aforesaid manpower is likely to commence from 10.05.2021 and would continue till 09.05.2022. The period of the contract may be further extended beyond 9th May, 2022 provided the requirement of the Authority for manpower persists at that time or may be curtailed/ terminated before 9th May, 2022 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements. The Authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Department has tentative requirement for One Programmer – cum – Accountant & 15(Fifteen) no. Data Entry Operators. The requirements may increase/decrease in any/ both the categories.

4. The tender papers for the above purpose containing detailed terms and conditions and statutory requirements can be obtained from the Office of the District Nodal Officer, MDM – cum – D.E.O. Cuttack on payment of Rs. 2000/- (Rupees two thousand) only (non - refundable) in form of crossed Demand Draft issued by any Nationalized Bank / Scheduled Bank and drawn in favour of District Nodal Officer MDM – cum – D.E.O. Cuttack, payable at Cuttack from 17.03.2021 to 07.04.2021 from 10.00 am to 1.30 pm on any working day and the money receipt obtained in token of purchase of tender paper in original shall be submitted along with the tender form. The tender without original money receipt shall be summarily rejected. The details of tender can be downloaded from the District Website <http://cuttack.nic.in>.
5. The estimated cost of the contract is Rs. 24,66,312/-
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand) and other requisite documents should be sent addressed to the District Nodal Officer, MDM – cum – District Education Officer, Cuttack on behalf of Collector, Cuttack by person / Registered Post/ Speed Post on or before 08.04.2021 (date) up to 3.00 PM.

(a)	Date and time for submission of Tender Document	: During Office hour on working days from <u>17.03.21</u> to <u>08.04.21</u> up to 3.00 pm
(b)	Date and time for opening of	
(i)	Technical Bid	: <u>08.04.2021</u> At <u>3.30 pm</u>
(ii)	Financial Bids of eligible Tenders and selection	: <u>08.04.2021</u> At <u>4.30 pm</u>
(c)	Likely date for commencement of Deployment of required manpower	: <u>10.05.21</u> to <u>09.05.2022</u>

7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two bids in a single envelope super scribing "Tender for providing Manpower Services".
8. The Earnest Money Deposit (EMD) of Rs.50,000/(Rupees fifty thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of District Nodal Officer, MDM – cum – D.E.O. Cuttack payable at Cuttack, failing which the tender shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 1,50,000/(Rupees One Lakh fifty thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of The District Nodal Officer, MDM – cum – D.E.O., Cuttack 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.

10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further :

- a) Registration certificate of the applicant organization;
- b) Copy of PAN / GIR card;
- c) Copy of the IT return filed for the last three financial years;
- d) Copies of EPF and ESI certificates;
- e) Copy of the G.S.T. registration certificate;

f) Certified extracts of the Bank Account containing transactions during last three years.

11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

12. 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 Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

13. The tendered documents will be opened at 3.30 am/pm on 08.04.2021 (date) in the Office Chamber of A.D.M.(Gen) in the presence of the purchase committee members constituted for this purpose and representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

14. The Competent Authority reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:

(a) The registered office or one of the branch offices of the manpower service

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provider should be located within the jurisdiction of the user Department/Office. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).

- (b) They should be registered with the appropriate registration authority;
- (c) They should have at least **two/three years'** experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc;
- (d) They should have their own Bank Account;
- (e) They should be registered with Income Tax and G.S.T. departments;
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- (h) Minimum turn-over requirement. (To be assessed by the Department/Office keeping in view the present contract)
- (i) Execution of contracts of similar type (minimum value to be prescribed) 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

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Programmer - cum - Accountant will be graduation in Commerce discipline having knowledge PGDCA/MCA with experience in Tally Package.
3. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline with D.C.A/P.G.D.C.A.
4. The Data Entry Operator as well as Programmer should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function.

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APPLICATION - TECHNICAL BID

For Providing Manpower Services under MDM Programme, Cuttack.

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit : DD No. _____ date _____ of
Rs. _____ drawn on Bank _____

3. Name of Proprietor /Partner/

Director: _____

4. Full Address of Registered Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. Full address of Operating

/ Branch

Office : _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

6. Name & telephone no. of: _____

Authorized officer/person to
liaise with Field Office(s)

7. Banker of the Manpower Service Provider: _____

(Attach certified copy of statement of

A/c for the last Three years) _____

Telephone Number : _____

Of Banker

8. PAN / GIR No. : _____

(Attach attested copy)

9. G.S.T. Registration No _____ (Attach attested copy)

10. E.P.F. Registration No. : _____

(Attach attested copy)

11. E.S.I. Registration No. : _____

Attach attested copy)

Financial turnover of the tendering Manpower Service Provider for the

12. last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		
2019-20		

Additional information, if any:

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(Attach separate sheet if space provided is insufficient)

13. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format
(if the space provided is insufficient, a separate sheet may be attached) :

Sr. No.	Name of client, address, telephone & Fax no.	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person
Name:
Seal :
Date:
Place:

DECLARATION

I, _____ Son / Daughter / Wife of Shri _____ Proprietor/ Director/ authorized signatory of

the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

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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 authorized person Full Name:

Seal :

Date:

Place:

APPLICATION - FINANCIAL BID
For Providing Manpower Services to D.E.O., Cuttack.

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	EP F	ESI	Other statutory dues if any	Service charge	GST	Total per person
1.	Programmer							
2.	Data Entry Operator							

*Minimum take home remuneration per person should be Rs.8880/- for DEO and Rs. 16880/- for Programmer.

Signature of authorized person Full Name:

Seal :

Date:

Place:

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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 & CONDITIONS

GENERAL

1. The Agreement is likely to be commenced from 10.05.21 and will continue till 09.05.22 (However, the continuance of agreement after 9th May, 2022 is subject to approval of PAB, Govt. of India) 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 Agreement shall automatically expire on 9th May, 2022 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 conditions or with some additions / deletions / modifications, 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 District Nodal Officer, MDM – cum – D.E.O., Cuttack, at present, has tentative requirement of One Programmer & One Data Entry Operator at DPMU, Cuttack & 14 no. of Block level Data Entry Operators. The requirement may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.

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8. The persons deployed shall be required to report for work at 10.00 AM to the immediate authority 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 P.M. and may also required to work beyond 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 District Nodal Officer, MDM, 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 Offices concerned shall be that of the Manpower Service Provider and the Offices concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the persons deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Office concerned.
 11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority or Office concerned.
 12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 District Nodal Officer, MDM, Cuttack and an Authorized representative of the Manpower Service Provider.
 13. The 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 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 Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
 16. The person deployed shall not claim any benefit or compensation or

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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 Manpower Service Provider.

17. 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 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 persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. After once engagement, no transfer will be made from the concerned Block and the district.

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 offices concerned. The DNO, MDM or other offices 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 offices 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 office.

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 Department or office concerned or any other authority under Law.

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by this office.

Note :- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Authority or the office concerned is put to any loss / obligation, monetary or otherwise, the Authority or the 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 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. The authority will have no liability towards non-payment of remuneration to the persons 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 50,000/- in the form of Demand Draft / Pay Order drawn in favour of District Nodal Officer, MDM - cum- D.E.O., Cuttack, failing which the tender shall be rejected out rightly.

30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid / Financial Bid shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

31. The successful tenderer will have to deposit a security amount of Rs.1,50,000/- (Rupees One Lakh fifty thousand only) (one month employee cost excluding statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to

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the District Nodal Officer, MDM - cum - D.E.O., Cuttack covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

32. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Authority 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.
34. The claims 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 Authority.
35. 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 the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
36. 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.
37. 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.
38. 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.
39. The successful bidder will enter into an agreement with the Authority for supply of suitable and qualified manpower as per requirement on the above terms and conditions.

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DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of G.S.T. registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower shortlisted by agency for deployment in offices of DEO & BEOs containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

By Order of Collector & District Magistrate, Cuttack.


District Nodal Officer, MDM - cum -
D.E.O. Cuttack.