

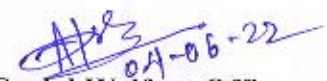
OFFICE OF THE COLLECTOR, CUTTACK
(Social Welfare Section)

No. 1948 /sw Dt. 07/06/22

TENDER CALL NOTICE

Sealed tenders are invited from intended service providers to provide manpower services of Programme Assistants under MAMATA Scheme of Cuttack District for the year 2022-23.

The tender document may be downloaded from the website <http://cuttack.nic.in> and any corrigendum(s) shall be communicated through the tender section on the same website. The tender documents should be submitted through speed/registered post along with a non-refundable payment of Rs.5,000/- (Rupees Five Thousand) only in shape of Demand Draft in favour of the District Social Welfare Officer, Cuttack payable at Cuttack along with the technical bid by 5 pm on 22.06.2022 in the Office of the District Social Welfare Officer, Cuttack.


District Social Welfare Officer
Cuttack

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	Page Number
1.	General instructions for bidders	04-06
2.	Terms and Conditions	07-10
3.	Declaration	11
4.	Tender Application - General Bid	12
5.	Tender Application - Financial Bid	13

GENERAL INSTRUCTIONS FOR BIDDERS

1. The Collector, Cuttack (herein after called "Authority") requires the services of intended Manpower Service Provider to provide service of **16 Programme Assistants under MAMATA Scheme to be engaged in all ICDS Projects and 1 District Programme Assistant in the Office of DSWO** of Cuttack District on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is for the year 2022-23. 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 day notice to the selected Service Provider.
3. The estimate cost of the contract is Rs.29,51,880/- (Rs.14,470/-x no of people (17) to be deployed x 12)
4. The interested "Service Providers" may submit the tender document complete in all respects in a sealed cover along with a non-refundable payment of Rs.5,000/- (Rupees Five Thousand) only in shape of Demand Draft in favour of the District Social Welfare Officer, Cuttack payable at Cuttack and other requisite documents to the office of the District Welfare Officer, Cuttack by 22/06/2022 through speed/registered post only.
5. The tender will be opened on 23/06/2022 at 12.00 Noon in the Conference Hall of Collectorate, Cuttack in the presence of the District Level Committee constituted for this purpose and the tenderers or their authorised representatives.
6. The service provider should have its office either at Bhubaneswar or Cuttack.
7. E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.
8. 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 super scribing "**Bid for Providing Manpower Services**" for the District Social Welfare Office, 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.
 - h) Current/Saving Account Statement showing last 3 years of financial transaction.
 - i) Copy of annual turnover certificate of the last 3 consecutive financial years.
10. **The 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 experience in providing manpower to other Govt. organisation/Corporate Body/Agency etc. and the average turnover within the last three consecutive years. If more than one service provider will have the same rate/service charge Quoted, selection will be made as done at the time of sort listing.
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. The Service Provider should have at least **three years** experience in providing manpower to Govt. Departments, Public Sector Companies/Banks, etc.
18. The minimum Eligibility Criteria will be as follows:
 - (i) For Programme Assistant

Sl. No.	Designation	Age	Qualification	Suitability
1.	Programme Assistant	He/ she must be within 21-32 years of age (In case of the Candidates having prior experience in ICDS Projects 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 Govt. Offices may be preferred.

19. Collector, Cuttack reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

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 the year 2022-23 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 terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
9. The person deployed shall be required to report for work at 10.00 AM to the CDPO/DSWO 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 and may also require to work beyond 5.30 PM for which she/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.
10. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office of the District Social Welfare Officer, Cuttack so that optimal services of the persons deployed could be availed without any disruption.

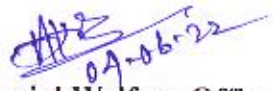
11. The entire financial liability in respect of manpower services deployed in the Collector, Cuttack Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid.
12. 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.
13. 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.
14. 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.
15. The persons deployed by the Service Provider shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of rules and Acts during the currency or after expiry of the Agreement. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. 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.
17. 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.
18. 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.
19. The persons deployed by the 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 offices concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The Programme Assistants 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.
22. 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.
 23. 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.
 24. 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.
 25. 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. 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.
 26. 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.
 27. 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

28. The Bid should be accompanied with non-refundable payment of Rs.5,000/- (Rupees Five Thousand) only in shape of Demand Draft in favour of the District Social Welfare Officer, Cuttack payable at Cuttack **failing which the tender shall be rejected out rightly.**
29. The successful tenderer will have to deposit a security amount of Rs.2,46,000/- (Two lakh Forty Six thousand) only (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 DSWO, Cuttack covering the period of contract. In case, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tenderer.
30. 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.

31. The Service Provider shall raise the bill in triplicate to DSWO, Cuttack in respect of the persons deployed.
32. 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.
33. The Service Provider shall also be responsible for the insurance of its personnel.
34. 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.
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 of Cuttack.
37. 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.


District Social Welfare Officer
Cuttack

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 - GENERAL BID

(For Providing Manpower Services to ICDS Projects under District Social Welfare Office, Cuttack)

1. Name of Tendering Service Provider: _____
2. Status (Proprietor /Partner/ Director): _____
3. Name of (Proprietor /Partner/ Director): _____
4. Details of Non-refundable of Rs.5000/-:
DD No. _____ Date _____
Drawn from the Bank/ Branch _____
5. Full Address: _____
Office _____
Telephone No. _____
FAX No. _____
E-Mail Address _____
6. Full Address of Operating/
Branch Office: _____
Telephone No. _____
FAX No. _____
E-Mail Address _____
7. Name & Mobile No. of the
Authorised officer/person
to liaise with Field Office(s): _____
8. Banker/Branch of Service Provider: _____
9. PAN No. : _____
10. GST Registration No. : _____
11. E.P.F. Registration No. : _____
12. E.S.I. Registration No. : _____
13. 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).
14. Experience Certificate in providing manpower to Govt. Depts, Public Sector Companies /Bank etc. (Self attested copies of experience certificate be attached).
15. Financial turnover of the Service Provider for the last 3 consecutive financial years.

Financial Year	Amount (In Lakh)	Remarks if any
2019-20		
2020-21		
2021-22		

Date:
Place:

Signature of the authorised person

Name & Seal:

APPLICATION - FINANCIAL BID

[For Providing Manpower Services to ICDS Projects under District Social Welfare Office, Cuttack]

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						
		*Take Home Remuneration	EPF (amount & %)	ESI (amount & %)	Other statutory dues if any	Service Charges/ Commission	GST	Total Per Person
1	Programme Assistant							

*Minimum Take Home Remuneration per person per month for Programme Assistant should be Rs.9056/- (Rupees Nine Thousand Fifty six) only and the basic remuneration (including employee share of EPF and ESI) should be Rs.10,500/-.

*Should not quote service charges extraordinary less in such case the bid may not be entertained. Service charge Quoted less than Rs.1.00 will be counted as Rs.1.00 and also not be Quoted any fraction of rupees.

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.