

OFFICE OF THE DISTRICT MAGISTRATE & COLLECTOR, PURI
(SSEPD Section)

No. 2401 /SSEPD, Date 14.11.2022

TENDER NOTICE

Sealed Tenders in Prescribed format are invited from Registered manpower service providers having valid license, statutory clearance, service tax registration, EPF registration ECI registration and PAN No. for providing the manpower as indicated in the scope of work under the establishment of District Social Security Officer, Puri-752001 for a period of one year from the date of agreement of contract. The contract to Provide Services of Superintendent and supporting staff at Integrated Infrastructure Complex (IIC), Bangar, Gop, Puri as detailed in the tender documents.

Sl No.	Location	Office Of The District Social security Officer,Puri-752002
1	EMD	Rs.30,000/-only in favour of District Social Security Officer,Puri in shape of DD payable at IDBI Bank ltd, Puri (refundable without interest)
2	Cost Of Tender Paper	Rs.1000/-(Rupees one thousand) Only (Non Refundable) in shape of DD payable at IDBI Bank ltd, Puri in favour of District Social security Officer,Puri. Tender paper available on website www.puri@nic.in .
3	Last Date & Time of receipts of tenders through Speed Post/Registered Post	28.11.2022 at 2:00PM
4	Opening Of Tenders both Financial and Technical bid	28.11.2022 at 3:30 PM the Office Chamber Of ADM (Protocol),Puri

Tender forms can be downloaded from the Puri district Administration website www.puri@nic.in. In case of downloading the tender format, the agency shall be required to deposit the cost of tender paper fee Rs.1000/- in shape of bank Demand Draft in the office of District Social security Office, Puri (Non Refundable) along with the tender documents before last date. Incomplete, late application and conditional Tenders shall be summarily rejected. The office of the District Social security Officer, Puri reserves the right to reject/cancel any or all the tenders at any stage and moment without assigning any reason thereof.


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LEGAL

19. 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.
20. The Manpower Service Provider shall be reasonable for compliance of all statutory provisions relating to minimum wages payable. The Office shall have no liability in this regard.
21. 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.
22. The Manpower Service Provider shall maintain all statutory regards under the law and produce the same, on demand to the authority of the department or office concerned or any authority under Law.
23. 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 is monetary terms.
24. The Agreement is liable to be terminated because of non performance deviation of terms and condition of contract, nonpayment of remuneration to employed persons and non deposit of statutory dues with the concerned agencies like E.P.F., E.S.I. and Service Tax etc. The DSSO, Puri will have no liability towards nonpayment 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 institute by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposits.

FINANCIAL

25. The technical Bid should be accompanied with an Eastern Money Deposit (EMD), refundable without interest of **Rs.30,000/-** on the form of Demand Draft drawn in favour of District Social Security Officer, Puri payable at IDBI BANK Ltd, Puri (IBKL0000403) failing which, the tender shall be rejected outrightly.
26. The Eastern Money Deposit in respect of the Agencies which do not qualify the Technical Bid (First stage)/Financial Bid (Second Competitive stage) 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.
27. Within 10 days of receipt of the letter of Acceptance, the successful bidder shall deliver to the client a performance Security in any forms given below for an amount equivalent to 5% of the Annual contract value as per the stipulation. Performance security shall be submitted in the form of bank guarantee from any scheduled commercial bank in favour of District Social Security Officer, Puri. Failure of the successful bidder to comply with the requirements of Sub-clause 1.11.1 of Finance Dept. letter No.37323 dt.30.11.2018) shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. The performance shall be valid for a period for a period of 01 years from the date of effectiveness of the contract.

28. The Manpower Service Provider should make payment of the such engaged staff on monthly basis upon their absentee statements received from their immediate authority/officers and after disbursement the manpower service provider agency should submit the bill along with EPF,ESI statement to DSSO for necessary re-imbursement.
29. 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.
30. The claim in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the authority.
31. 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.
32. The successful bidder will enter in to an agreement with DSSO,Puri for supply of suitable and qualified manpower as per requirement of this institute on the above terms and conditions.
- 33 .The Employer's share of contribution towards E.P.F. and E.S.I., G.S.T. (If applicable), and service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee. The manpower service provider shall deposit all statutory dues with the concerned authority and claim the same from the concerned Govt. department/office along with its service charge by producing documentary proof of payment.
34. The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the manpower service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.
35. The Authority reserves right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage.
36. In the event of any dispute arising to respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to next higher authority or controlling officer for his decision and the same shall be binding in all parties.
37. All dispute shall be under the jurisdiction under the court at Puri only.
38. The successful bidder will enter into an agreement with the authority for supply of suitable & qualified Manpower as per requirement on the above terms and conditions.
39. The DSSO, Puri shall arrange to provide locks/seal for stores, godowns and offices etc. to the satisfaction of the Agency and show pilferable items lying in open to the Agency.
40. The main premises, which may be specified by the DSSO, shall be guarded in all respects. The main building of the IIC shall be closed after working hours and locked in the presence of the representatives of the IIC. The premises in locked condition shall be unlocked the next morning in the presence of the representative of the IIC and Agency, if needed.

Notes:

1. The take home remuneration not less than the minimum wages decided by the Govt. in labour Department.
2. The total rate 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.
3. 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.
4. If the financial Bid of the tender are seems equal, then the authority will adopt to finalize the security agency through lottery system.
5. The bids with “Nil” charges will be treated as “Non Responsive” and will be rejected during the financial evaluation stage. The service charge should not be quoted any fraction of rupees and Service Charge quoted in term of % will be rejected.
6. The total gross amount should be rounded off as per the provisions.

TERMS & CONDITIONS

GENERAL

1. The Agreement is likely to be commenced from the date of engagement and will continue till 1 (one) year 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 after completion of one year from the date of execution of agreement 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 sub-contract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent 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.
6. The Authority reserves the right to terminate/cancel the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The Manpower Service Provider shall nominate a coordinator /Supervisor who shall be responsible for immediate interaction with the District Social Security Officer (DSSO) so that optimal services of the persons deployed could be availed without any disruption.
8. The entire financial liability in respect of Manpower Services deployed in the offices concerned shall be that of the Manpower Service Provider and the officers concerned will 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 DSSO.

9. 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 Services Provider shall not have any claim whatsoever like employer and employee relationship against the authority concerned.

10. The Manpower Service Provider shall be solely responsible for the redressal of grievances of resolution of disputes relating to person deployed. The District Social Security Office, Puri shall in no way be responsible for settlement of such issues whatsoever. In case the grievances of deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before District Social Security Office, Puri and an authorised representative of the Manpower Service Provider.

11. 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.

12. 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.

13. In case of termination of this Agreement on its expiry or otherwise the person deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity in the office of DSSO.

14. 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 Manpower Service Provider.

15. The Manpower Service Provider must be registered with the concerned Govt. Authorities i.e Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, GST, 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 (Regulation and Abolition) Act 1970 if any, at this own part & cost..

16. 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 contribution towards Provident Fund, Employees State Insurance, wherever applicable.

17. The person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. It shall be submitted by the service provider agency.

18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their action should be to promote good will and enhance the image of the Concerned Office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

Memo No. 2402 Dt. 14.11.2022

Copy to all DSSOs of Odisha/ Sub-Collector, Puri/ CSO, Puri/ Executive Officer, Puri Municipality, Puri/ All BDOs, Puri/ All EOs of NAC, Puri/ All District Level Officer for information. They are requested to display the tender call notice in their notice board for wide publicity/ copy to the Notice Board.


Addl. District Magistrate (Protocol), Puri

Memo No. 2403 Dt. 14.11.2022

Copy of the quotation Call Notice forwarded to the D.I.O, NIC Puri for information and necessary action. He is requested to hoist the same in the District website for information of general public.


Addl. District Magistrate (Protocol), Puri

Memo No. 2404 Dt. 14.11.2022

Copy to the PA to Collector, Puri for kind information of Collector


Addl. District Magistrate (Protocol), Puri