

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Social Security Office, Puri requires the services of reputed, well established and financially sound Manpower Services Providers to Provide Services of 8 Nos. of Security Guard at Integrated Infrastructure Complex (IIC), Bangar, Gop, Puri

Sl.No.	Category	Quantity	Where to be Engaged
1	Security Guard	8	Integrated Infrastructure Complex (IIC), Bangar, Gop, Puri

2. The contract for providing the aforesaid manpower is likely to commence after signing the agreement for one year. The period of the contract may be curtailed/terminated before completing the period of agreement, in case of 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 weeks' notice to the selected service provider. The contract may be extended in future as per rule & requirement.

3. The District Social Security Office, Puri has required 8 Nos. of Security Guard at Integrated Infrastructure Complex (IIC), Bangar, Gop, Puri

4. The interested bidder may download the tender documents from [www.puri.nic.in](http://www.puri.nic.in) and submit to the District Social Security Office, Puri. The tender paper fee Rs. 1000/- (Rupees one thousand only) in shape of Demand Draft must be submitted in favour of District Social Security Officer, Puri along with documents.

5. The interested Manpower services providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees thirty thousand only) and other requisite documents should be sent to the District Social Security Office, Puri by dt.10.11.2022 up to 2 PM by Registered Post/Speed Post only in favour of the District Social Security Office, Puri

(a)	Last Date and time for submission of Tender Documents (except Govt. holiday)	04.11.2022 up to 2 PM
(b)	Opening of the Technical Bid	04.11.2022 at 3.30PM
	Opening of the Financial Bids of eligible Tenders and Selection	04.11.2022 at 3.30PM

6. The tender has been invited under two bid system i.e. Technical bid & Financial Bid in Double cover. The interested agencies are advised to submit bids in double cover envelope super scribing "Tender for Providing Manpower Services". Technical Bid separately and the Financial Bid in separate sealed cover. Person qualifying in the technical Bid shall be considered for Financial Bid.

7. The Earnest Money Deposit (EMD) of Rs 30,000/- (Rupees thirty thousand only) refundable (without interest) should be necessarily accompanied in the Bids of the Service provider in the form of Demand Draft/Pay order drawn in favour of District Social Security Officer, Puri, Payable at IDBI BANK Ltd, Puri (IBKL0000403) failing which the tender shall be rejected summarily. The EMD of unsuccessful bidder will be returned soon after complete of tender process. The EMD of successful bidder will be refunded after submission of finance of bank guarantee and signing of agreement.

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8. The Successful tender will have to deposit security money at "5% of the annual contract value as per the stipulation" in the form of Bank Guarantee from any nationalized Bank drawn in favour of District Social Security Officer, Puri". This will be released after successful completion of contract.

9. The Tendering Manpower Service Providers are required to enclose self attested photocopies of the following documents along with the technical Bid failing which their bids shall be summarily/out rightly rejected and will not be considered by further.

**(a) Registration certificate of the applicant organization/ Proprietor/Company/Partnership**

**(b) Copy of PAN/GIR card.**

**(c) Copy of the IT return filed for the last three financial years up to FY-2021-22;**

**(d) Copies of EPF and ESI Registration Certificate;**

**(e) Copy of GST registration certificate;**

**(f) Certificate extracts of the Bank Account containing transactions of last FY-2021-22.**

**(G) Must have supplied one contract of bidder of Rs.15 lakh per annum of last 3 preceded year Financial/ Calender Year certificate for the concerned organization..**

**(H) Copy of PASARA Certificate.**

**(I) Undertaking for not have been black-listed by any Central/State Govt./any Autonomous bodies during the recent past.**

**(J) Experience certificate of minimum 1 year from the concerned organization during the last Financial/ Calender Year.**

**(K) Undertaking for not having any police case pending against the bidder.**

10. The conditional bids shall not be considered and will be out rightly rejected in very first instance. The man power service provider (bidder) should submit bid for all category of man power not in particular manner.

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 authorized signatory may be attached. No overwriting or scoring through is permitted in the financial Bid form. In such case, the tender shall be summarily rejected. However, the scoring through if any in the Technical Bid Application must initialed by the person authorized to sign tender bids.

12. The Tender documents will be opened in the Office of the ADM( Protocol), Puri in presence of the selection committee and the representatives of the Manpower Service providers, if any ,who wish to be present on the spot, at the time.

13. The Competent Authority reserves the right to cancel any or all bids without assigning any reason thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

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

- A. They should be registered with the appropriate registration authority;
  - B. They should have at least 1 year experience in providing manpower to Government departments, Public Sector Companies/BANK;
  - C. They should have their own bank account;
  - D. They should be registered with appropriate Authority under Employees Provident Fund and Employees State Insurance Acts.
  - E. They should have registered under PASARA Act.
  - F. Execution of contracts of one similar type (annual contract of Rs.15 lakh per annum ) during preceding 3 years Financial/ Calender Year.
  - G. The minimum Qualification of the manpower to be engaged in the IIC, Bangar, Puri by the Manpower service provider
- i. For Security Guard, She/He should be above 18 years of age and not exceeding 40 years.
- ii. Must have passed class VII standard examination or above from any recognized school/institute.

**APPLICATION-TECHNICAL BID**

**For Providing Services of 8 Nos. of person in the Integrated Infrastructure Complex (IIC),  
Bangar, Gop, Puri**

1	Name of Tendering Manpower Service Provider	
2	Demand Draft towards cost of Tender Paper	<b>Rs.1000/- (Rupees one thousand only)</b>
3	Details of Earnest Money Deposit	DD NO _____ Date _____ of Rs. _____ of _____ Bank payable at _____
4	<u>Nature of firm</u> Name of Proprietor/Partner/Firm/Company	
5	Full Address of Registered Office (With PIN Code)	
	Telephone No	
	Mobile No	
	FAX No	
	E-Mail ID	
6	Registartion Number of the agency	
7	Name, Telephone No/Mobile No/E-Mail ID of Authorized Officer/Person to Co-Ordinate with the office	
8	Bankers of the Manpower Service Provider(Attached copy of statement of A/c for the last three years)	
9	PAN No.(Attach copy of the PAN)	
10	one contract of bidder of Rs.15 lakh per annum of last 3 preceeded year Financial/ Calender Year certificate for the concerned organization	
11	GST Registration No.(Enclose copy of the certificate)	
12	ESI Registration No.(Enclose copy of the Certificate)	
13	EPF Registration No.(Enclose copy of the Certificate)	
14	PASARA License (Enclose copy of the certificate)	
15	Experience Certfcate	
16	Undertaking of not have been blacklisted by any Govt./Autonomous bodies	
17	Undertaking for not having any police case pending against the bidder	

18. Financial turnover of the tendering Manpower Service Provider for the last 3 (Three) financial years up to 2021-22. Copy of IT return to be attached.

Financial Year	Amount Turn over (Rs.)	Remarks, If any
2018-19		
2019-20		
2020-21		

19. Give details of the similar contracts handed by the tendering Manpower Service Provider during the last 3 financial years ends 2021-22 in the following format (If the space provided is insufficient, a separate sheet may be attached).

SL NO	Name of client address,telephone & fax no	Manpower services provided		Amount of contract (Rs.Lacs) Annual	Duration of contract	
		Type of manpower provided	No		From	To

20. Additional information if any

(Attach separate sheet if required)

Date:  
person

Place:

Signature of authorized

Full Name:

Seal:

Mobile No:

Email ID:

**DECLARATION**

1. 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.
2. I have carefully read & understood all the terms & 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 authorized person

Place:

Full Name:

Seal:

Telephone No.

Mobile No.

Email Id.



**APPLICATION-FINANCIAL BID**

**For Providing Services of 8 Nos. of Person in the Integrated Infrastructure Complex (IIC),  
Bangar, Gop, Puri**

1	Name of Tendering Manpower Service Provider & Address	
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Sl. no	Manpower Type	Monthly Rate per Person								
		*Take Home Remuneration per day Rs. 373 as per LC Notification No.6078/LC Dt.19.10.2022	No. of days (26 days)	Total take home remuneration	EPF 13%	ESI 3.25 %	Other Statutory dues if any	Service Charge	GST 18%	Total gross amount
01	Security Guard									
1.		Rs.373/-	26 days	Rs.9698/-	Rs.1260.74	Rs.315.18				

Date:

Signature of authorized person

Place:

Full Name:

Seal:

**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.

## 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 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 Security Agency shall ensure that at no time any security point is unmanned. A register shall be maintained by the Agency at every gate where round the clock duty is performed to record the movements. Double Duty shall not be permitted unless specifically approved by the DSSO, Puri or the Authorized Officer.
8. 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.
9. 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 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 DSSO.
10. 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.
11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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..

17. 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.

18. 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.

19. 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.

### LEGAL

20. 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.

21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable. The Office shall have no liability in this regard.

22. 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.

23. 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.

24. In case the Manpower Service Provider fails to comply with any liability under appropriate Law, and as a result there of, 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.

25. 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

26. 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 out rightly.

27. 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.

28. Within 10days 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 01years from the date of effectiveness of the contract.

29. 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-imburement.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. All dispute shall be under the jurisdiction under the court at Puri only.

39. 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.

40. 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.

41. 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.

42. In case of senior citizens' homes / institutions / Special School hostels accommodated in the IIC building, a negotiable arrangement with all stakeholders will be made for opening and closing of the main Gate of IIC and accordingly the main entrance will be operated. It may be noted, the senior citizens' homes / institutions / Special School hostels will have their own Security arrangement for the premises allotted in their favour.

43. The Agency shall arrange to provide dress/uniform to all the security personnel on duty and ensure good behaviour with all the staff of the IIC and as well as with the visitors and beneficiaries accommodated inside the IIC. They shall abstain from taking part in any staff union and association activities. The security personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform color and design. Each person deployed by the agency shall wear a badge bearing his name and designation.

44. The DSSO, Puri shall not be liable to provide any residential accommodation to the security personnel at IIC building. No cooking or lodging shall be allowed in the premises of the IIC.

45. The Security Agency shall bear all the expenses incurred on the following.

- Provision of torches and cells to the Security Guards on night patrol.
- Provision of Lathis/Ballams and other implements to the security personnel.
- Stationery for writing duty charts and registers at the security check points and for making entries of the visitors
- Directors for frisking.

