

OFFICE OF THE DISTRICT MAGISTRATE & COLLECTOR, PURI
ESTABLISHMENT SECTION

TENDER DOCUMENT

For providing the service of **PEON/ PROCESS SERVER / CHAINMAN / KHALASI / DAFTARY / WATCHER -CUM-SWEEPER** for a period of one year by a private Manpower Service Provider / Agency.

- a. Start of Issue of Tender Document : 01.05.2023
- b. Last date and time for submission of Tender document : 10.05.2023, 5.00PM
- c. Date and Time for opening of
 - i. Technical Bid : 11.05.2023 11.00 AM
 - ii. Financial Bids of eligible Bidders : 11.05.2023 4.00 PM
- d. Likely date for commencement of deployment of required manpower 20.05.2023


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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS,

1. The Collector, Puri requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of PEON/ PROCESS SERVER / CHAINMAN / KHALASI / DAFTARY / WATCHER -CUM-SWEEPER etc. on contract basis for day to day work of office throughout Puri District .
2. The contract for providing the aforesaid manpower is likely to commence from 20.05.2023 and would continue till 19.05.2024. The period of the contract may be further extended beyond 19.05.2024 subject to further period of requirement & only after approval of the Govt.
3. Collector, Puri has tentative requirement of 20 Nos of Peon, 04 Process Server, 04 Chainman, 06 Khalasi, 02 Daftary and 4 Night Watcher-Cum-Sweeper (Total-40 Nos.). The requirement may be further increased or decreased and it is coterminous with the office & subject to due approval & concurrence of the Govt.
4. The Technical bid is required necessarily to be accompanied with the **EMD and Tender Paper Cost of the service provider in the form of Demand Draft drawn in favour of Collector Puri** failing which the tender shall be rejected summarily.
5. The Interested Manpower Service Providers may submit the tender document complete in all respects along-with Earnest Money Deposit (EMD) of Rs.15000/- (Which is refundable without interest) and Tender Paper cost of Rs.1000/- (non-refundable) and other requisite documents by 10.05.2023 upto 05.00 PM at District Establishment Section, Collectorate, Puri, Pin-752001.
6. The various crucial data relating to "Tender for providing Manpower Services to the Collectorate, Puri & it's sub-ordinate offices are cited as under:
 - a. Start of issue of Tender Document: 01.05.2023
 - b. Last date and time for submission of Tender Document 10.05.2023 by 5.00PM
 - c. Date and time for opening –
 - i. Technical Bid : 11.05.2023, 11.00 AM
 - ii. Financial Bids of eligible Bidders : 11.05.2023, 04.00 PM
 - d. Probable date for commencement : 20.05.2023
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 separate sealed envelopes super-scribing "**Technical Bid/Financial Bid**". Both sealed envelopes should be kept in a third sealed envelope super scribing. "Tender for providing Manpower Services to Collectorate, Puri & its sub-Ordinate Offices".
8. The successful tenderer will have to deposit a Performance Security Deposit of Rs.30,000/- (Rupees Thirty Thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Collector Puri** 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.


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9. The Tendering Man Power Service Providers are required to enclose photocopies of the following documents alongwith the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered further:**
- Registration certificate of the applicant or organization;
 - Copy of PAN/ GIR card;
 - Copy of the IT Return filed for the last 03 (three) Financial Years;
 - Copy of the GST Registration Certificate;
 - Certified extracts of the Bank Account containing transactions during last 03 (three) years.
 - EPF & ESI Registration Certificate.
10. The conditional bids shall not be considered at any cost and will be out rightly rejected in very first instance.
11. All entries in Tender form should be legible and filled up 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
12. The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 11.05.2023 at O/o ADM, Puri in the presence of the bidders or the authorized representatives of the Manpower Service Providers, if any or in absence of them as a whole.
13. The Financial Bid of only those tenders will open whose Technical bids are found in order. The Financial bids shall open at 04.00 PM on 11.05.2023 at O/o ADM, Puri in the presence of the bidders or the authorised representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time or may not .
14. The Collector, Puri reserves the right to reject all bids without assigning any reason thereof.


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TECHNICAL, REQUIREMENTS FOR THE TENDERING MANPOWER, SERVICE PROVIDER

- 1) The Tendering Manpower service provider should fulfill the following technical specification.
 - a) The Registered office or one of the Branch offices of the manpower service provider should be located within Odisha.
 - b) They should be registered with the appropriate Registration Authority:
 - c) They should have at least five years' of experience in providing manpower to Government Department, Public Sector Companies / Banks etc;
 - d) They should have their own Bank Account;
 - e) They should be registered with Income Tax and GST.
 - f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - g) Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.


DEPUTY COMMISSIONER
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District Office, Puri

**ELIGIBILITY FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE COLLECTORATE, PURI & ITS
SUB-ORDINATE OFFICES**

**PEON / PROCESS SERVER / CHAINMAN/ KHALASI/ DAFTARY/ NIGHT WATCHMAN
—~CUM-SWEEPER**

1. He should be above 18 years of age and not exceeding 40 years.
2. Must have passed 7th Class (ME Standard).
3. Must not be physically challenged or mentally retarded
4. Must know cycling /Motor Cycle riding.


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APPLICATION - TECHNICAL BID FOR PROVIDING MANPOWER SERVICE TO COLLECTORATE, PURI AND ITS SUB-ORDINATE OFFICES

1. Name of the Tendering Manpower Service Provider: _____
2. Details of Tender Paper Cost: DD No. _____ Date _____
of Rs. _____, drawn on Bank _____
3. Details of Earnest Money Deposit: DD No. _____ Date _____ of
Rs. _____, Drawn on Bank _____
4. Name of proprietor/ Partner/Director: _____

5. Full Address of Registered Office: _____

Telephone No. _____
Mobile/ Whats' app No. _____
Fax No. _____
E-Mail Address _____
6. Full address of Operating/ Branch Office: _____

Telephone No. _____
Mobile/ Whats' app No. _____
Fax No. _____
E-Mail Address _____
7. Name and Designation of the authorized Officer / person to liaise with Office: -

With telephone No. and Mobile No. _____
8. Banker of Manpower Service Provider: _____
(Attached certified copy of Statement of A/c for the last Three years)
Telephone Number of Banker _____
9. PAN/GIR No. _____
(Attach attested copy)
10. GST Registration No.: _____
(Attached attested Copy)
11. EPF Registration No.: _____
(Attach attested Copy) '
12. E.S.I. Registration No.: _____
(Attach attested copy):

13. Financial turnover of the Tendering Manpower Service Provider for the last 3 Financial years,

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2020-21		
2021-22		
2022-23		

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

15. 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):

Sl. No.	Name of client, Address, Telephone & Fax No.	Manpower Service Provider		Nature of work	Amount of contract (Rs. in Lakh)
		Type of manpower provided	No.		
1	2	3	4	5	6

N.B. The information at Col. 3 (i.e. type of manpower) should be clearly filled up with the designation i.e. Data Entry Operator, Peon etc.

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

Date:

Place:

Signature of authorized person

Name:

Seal:

Tel:

Mob:

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 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 persecution under appropriate law.

Date:
Place:

Signature of authorized person
Name:
Seal:
Tel:
Mob:

APPLICATION FOR — FINANCIAL BID

FOR PROVIDING MANPOWER SERVICE TO COLLECTORATE, PURI & IT'S SUBORDINATE OFFICES

1. Name of Tendering Manpower Service Provider :

2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower type	Monthly rate per person					
		Take Home remuneration	EPF	ESI	Other statutory dues, if any	Service charge	Total per person
1	Peon/ Process Server / Chainman / Khalasi / Daftary / Watcher -Cum- Sweeper						

- ❖ Minimum take Home remuneration per person should be Rs.10,100/- (including employee's share of contribution towards EPF and ESI per month for above mentioned posts.

Date:
Place:

Signature of authorized person Full
Name:
Seal:

Notes:

1. The total quoted rates by the Tendering Agency should inclusive of all statutory/ taxation liabilities in force at the time of entering into contract.
2. The payment shall be made on conclusion of calendar month only on the basis of number of working days for which duty has been performed by each Peon / Process Server /Chainman / Khalasi / Daftary /Watchman-Cum-Sweeper.

TERMS AND CONDITIONS

1. The Agreement shall commence from 20.05.2023 and shall continue till 19.05.2024 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 requirement.
2. The Agreement shall automatically expire on 19.05.2024 unless extended further by the mutual consent of the Manpower Service Provider and the authority consequent upon due approval of the Govt.
3. The agreement may be extended, on the same terms and conditions or with some addition/ deletion/ modification, 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 authority.
5. The Collector, Puri at present has tentative requirement for engagement 40 Nos of Group-D post though outsourced. The requirement may be further increased or decreased 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, but subject to approval & concurrence of the Govt.
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 document so furnished by found to be false at any stage, it would be deemed to be 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 Manpower Service Provider.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Collector, Puri so that services of the persons deployed could be availed without any disruption / work dislocation.
9. The entire financial liability in respect of manpower services deployed in the Collectorate, Puri & its sub-Ordinate offices shall be that of the Manpower Service Provider and the Department concerned shall in no way be liable or responsible. 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 Department.
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 Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department concerned.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputed relating to persons deployed. The O/o-the D.M & Collector, Puri 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 Office (Collectorate, Puri) concerned and an Authorised representative of the Manpower Service Provider.


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12. The O/o-the D.M & Collector, Puri 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 receive any pay, perks and other facilities admissible to regular/ confirmed employees whatsoever at any time during or after expiry of the Agreement.
14. 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 service or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with O/o-the D.M & Collector, Puri or Govt. Department Concerned under the provision of any rules and Acts. Undertaking from each person to be deployed shall be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of all 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. *
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 contributions towards Provident Fund and Employees State insurance, etc. wherever applicable.
18. The person deployed by the Manpower Service provider should have good antecedent and no criminal case should be pending against them. An under taking to this effect shall be submitted prior to deployment of Manpower.
19. 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. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The payment will be made to the service providing Agency on monthly basis but not in the name of candidate.
21. The candidate should have to discharge his duties during working hour. He will attend the office work beyond the office hour & even on Government holidays if required.

LEGAL

22. The persons deployed shall, during the course of their work, maintain privacy 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 power Service Provider as well as the person deployed liable for penal action under the laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of the statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Collectorate, Puri & it's Sub-Ordinate Offices. The office 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 Collector, Puri to the appropriate

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 Collector, Puri for Official Record.

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 any other authority under Law.
26. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and certificate to this effect shall be provided to the Department concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office concerned is put to any loss/ obligation, monetary or otherwise, the O/o-the D.M & Collector, Puri will be entitled to get the same 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 appropriate remuneration to the deployed persons and non-payment of statutory dues as per law. The O/o-the D.M & Collector, Puri shall have no liability towards non-payment of Remuneration to the persons deployed by the Manpower Service Provider as well as outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the deployed offices 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 of Rs.15000/- Rupees fifteen thousand) refundable without interest and Tender paper cost of Rs. 1000/- (Rupees One thousand only (non-refundable) in the form of Demand Draft drawn in favour of Collector Puri 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 (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any in interest. In case of successful Tenderer if the Agency fails to deploy the required manpower against the requirement within 30 days from date of placing the order, the EMD shall stand forfeited automatically without giving any further notice.
31. The successful Tenderer will have to deposit a performance security Deposit of Rs. 30000/- (Rupees Thirty thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority 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. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
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 appropriate authority of the 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.


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34. The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill each month. Otherwise 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 office concerned.
35. The amount of penalty calculated @ RS. 100 per day on account of delay, if any providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month for which sole responsibility lies with the Manpower Service Provider.
36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above showing reason thereto, so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arises 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 final decision and the same shall be binding on all parties.
38. Any Legal dispute arising out of this Agreement is subject to Puri Headquarters jurisdiction only.
39. The successful bidder will enter into an Agreement with the Collector, Puri for supply of suitable and qualified manpower as per requirement on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application — Technical Bid
2. Self attested copy of Registration of Agency;
3. Certified copy the Statement of Bank Account of Agency for the last three years;
4. Self Attested copy of PAN/GIR card;
5. Self Attested copy of latest IT Returns filed by Agency;
6. Self Attested copy of GST Registration Certificate;
7. Self Attested copy of the P.F. Registration Letter/ Certificate;
8. Self Attested copy of E.S.I. Registration Letter/ Certificate;
9. Self Certified documents in support of Financial Turnover of the Agency
10. Self Certified documents in support of entries in Technical Bid Application;
11. Self Copy of terms and conditions of in Tender Document with each page duly signed and sealed by the Authorized signatory of the Agency in token in their acceptance.


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**DOCUMENTS TO PROVIDE BY THE SUCCESSFUL AGENCY BEFORE
DEPLOYMENT OF MANPOWER**

1. List of manpower short listed by Agency for deployment of Outsourcing to Provide Services in Collectorate, Puri & its sub-Ordinate Offices, containing full details i.e. Date of Birth, Marital Status, Address, Educational Qualification etc.
2. Bio-Data of all persons.
3. Undertakings of each person to be deployed regarding no future claim for any benefit, absorption, regularization of Outsourcing Services in lieu of their deployment at Collectorate, Puri & it's sub-Ordinate Offices like Sub-Collector Office, Puri, different Tahasils or other offices under Puri District Revenue Establishment by the _____(Name of the Manpower Service Provider).
4. Any other document considered relevant.
5. Undertaking from each person to be deployed, regarding good police record and no criminal case is pending against them (point No. 18 of General Terms and Conditions.)
6. Security deposit as per Point No. 27 of Terms and Conditions (Financial)
7. Performance security deposit as per point No. 29 of Terms and Conditions (Financial)


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