

GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DRINKING WATER DEPARTMENT

**TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING THE
SERVICE OF MULTI TASKER EXECUTIVE ASSISTANT (MTEAs) FOR A
PERIOD OF ONE YEAR**

Sealed tenders are invited from reputed manpower agencies/ services provider to provide the services of **MULTI TASKER EXECUTIVE AISSTANT (MTEAs)** in NREGS Cell of Panchayati Raj and Drinking Water Department for a period of one year through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing of aforesaid posts has been given in the document which may be downloaded from the website www.odishapanchayat.gov.in

The last date and time for submission of tender document is **20.10.2017 by 5.00PM.**

Sd/-

Director, Special Projects

GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DRINKING WATER DEPARTMENT
TENDER DOCUMENT

For providing Service of Multi Tasker Executive Assistants to NREGS Cell of P. R. & D.W. Department, SIRD Campus, Unit- 8, Bhubaneswar by a private Manpower Service Provider.

- a. Start of Issue of Tender Document : 15.09.2017

- b. Last date and time for submission of Tender document :**20.10.2017**
05.00PM

- c. Date and Time for opening of
 - i. Technical Bid :23.10.17, 11.00AM
 - ii. Financial Bids of eligible Bidders :25.10.17, 11.00AM

- d. Likely date for commencement of deployment of required manpower : 10.11.2017

CONTENTS OF TENDER DOCUMENTS

Sl. No	Description of Contents	Page number
1	Scope of work and general instruction for service Bidders	
2	Technical Specification for the service provider and the manpower to be deployed in NREGS Cell of PR & DW Department, SIRD Campus, Unit-8, Bhubaneswar by the service provider	
3	Tender Application –Technical Bid	
4	Tender Application –Financial Bid	
5	Terms and Conditions	
6	Chronological order for arrangement of documents	

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The NREGS Cell of Panchayati Raj and Drinking Water Department, SIRD Campus, Unit-8, Bhubaneswar-751012 requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of MULTI TASKER EXECUTIVE ASSISTANT on contract basis for day to day work of cell.
2. The contract for providing the aforesaid manpower is likely to commence from 10.11.2017 and would continue till 09.11.2018. The period of the contract may be further extended beyond 09.11.2018 provided the requirement of the NREGS Cell for manpower at that time or may be
3. The NREGS Cell of Panchayati Raj and Drinking Water Department has tentative requirement of Four (Nos.) Multi Tasker Executive Assistant. The requirement may be further increased or decreased and it is coterminous with the Scheme.
4. The estimated cost of the contract is 2,88,000/- (Excluding Employer's Share of contribution towards EPF), the Technical bid necessarily accompanied with the EMD and Tender Paper cost of the service provider in the form of Demand Draft drawn in favour of **MGNREGS Odisha Society, Panchayati Raj Department and Drinking Water Department 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. 500/- (non-refundable) and other requisite documents by **20.10.2017** up-to 05.00 PM at NREGS Cell of P R & DW Deptt., SIRD Campus, Unit-8, Bhubaneswar-12.
6. The various crucial dates relating to "Tender for providing Manpower Services to the Panchayati Raj and Drinking Water Deptt., SIRD Campus, Unit-8, Bhubaneswar 751012" are cited as under:
 - a. Start of issue of Tender Document: 15.09.2017
 - b. Last date and time for submission of Tender Document : 20.10.17 by 5.00PM

- c. Date and time for opening
 - i. Technical Bid: 23.10.17, 11.00AM
 - ii. Financial Bid: 25.10.2017,11.00AM
 - d. Likely date for commencement : 10.11.2017
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 NREGS Cell of P. R. & D. W. Department”.
8. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 32000/- (Rupees Thirty Two Thousand only) in the form of Bank Guarantee from any Nationalised Bank drawn in favour of **MGNREGS Odisha Society, PR & DW Department** 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.
9. The tendering Man Power Service Providers are required to enclose photocopies of the following documents (duly attested by Group-A Gazetted Officers of the State Government / Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered further:**
- a. Registration certificate of the applicant or organisation;
 - b. Copy of PAN/ GIR card;
 - c. Copy of the IT return filed for the last three financial years;
 - d. Copy of the GST registration certificate;
 - e. Certified extracts of the Bank Account containing transactions during last three years.
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 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 cutting, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids.
- 12.**The Technical bids shall be opened on the scheduled date and time at 11.00AM on 23.10.2017 at MGNREGS Odisha Society Conference hall, SIRD Campus, Unit-8, BBSR in the presence of the bidders or the authorised representatives of the Manpower Service Providers, if any.
- 13.**The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 11.00AM on 25.10.2017 at MGNREGS Odisha Society Conference hall, SIRD Campus, Unit-8, BBSR in the presence of the bidders or the authorised the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- 14.**The Competent Authority of the Panchayati Raj & DW Department reserves the right to reject all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specification.
 - a. The registered office or one of the Branch offices of the manpower service provider should be located within Bhubaneswar Municipal Corporation area.
 - 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.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE NREGS
CELL OF PR & DW DEPARTMENT, SIRD CAMPUS, UNIT-8,
BHUBANESWAR**

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The Minimum Education qualification for MTEAs will be Graduation in any discipline having Post Graduate Diploma in Computer Application and should be well conversant with computers as well as MS Office, Internet etc.
3. The Manpower Service Provider shall furnish the list of 3 eligible persons of whom are will be selected on preliminary interview to assess the aptitude, skill and knowledge in Computer Application.

**APPLICATION – TECHNICAL BID
FOR PROVIDING MANPOWER SERVICE TO NREGS CELL OF
PANCHAYATI RAJ DEPARTMENT, SIRD CAMPUS, UNIT-8,
BHUBANESWAR.**

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. _____
Fax No. _____
E-Mail Address _____
6. Full address of Operating/
Branch Office _____

Telephone No.: _____
Fax No. : _____
E-Mail Address : _____
7. Name and Designation of the authorised
Officer / person to liaise with NREGS Cell
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. Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

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 Provided		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, Office Clerk etc.

16. Additional information, if any

(Attach separate sheet, if required)

Date:

Place:

Signature of authorised person

Name:

Seal:

Tel:

Mob:

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 persecution under appropriate law.

Signature of authorised person

Date:

Full Name

Place:

Seal:

Tel:

Mob:

APPLICATION FOR – FINANCIAL BID

For Providing Manpower Service to MGNREGS CELL of Panchayati Raj & DW Department, SIRD Campus, Unit-8, Bhubaneswar.

1. Name of tendering Manpower Service Provider:
2. Rate per person month (7 hours per day) 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	MULTI TASKER EXECUTIVE ASSISTANT						

- ❖ Minimum take home remuneration per person should not be less than Rs. 8000/- (Including employee's share of contribution towards EPF and ESI) per month for Multi Tasker Executive Assistant.

Date:

Place:

Signature of authorised 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 no. of working days for which duty has been performed by each MTEA.

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence from 10.11.2017 and shall continue till 09.11.2018 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 09.11.2018 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 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 MGNREGS Cell of Panchayati Raj and Drinking Water Department at present has tentative requirement of Four (Nos.) Multi Tasker Executive Assistant. 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.
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 person deployed shall be required to report for work at 10.00 AM and would leave at 5.00 PM and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent from duty on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked by authority, in written, to work beyond 8 PM, he / she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- per day subject to maximum of Rs. 600/- per Month.
10. The person deployed may be called on holidays by authority, in written, to attend duty and shall be paid extra remuneration equal to rates approved by this Department in this Agreement.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the MGNREGS Cell of PR & DW Department so that services of the persons deployed could be availed without any disruption / work dislocation.
12. The entire financial liability in respect of manpower services deployed in the MGNREGS Cell of PR & DW Department 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.
13. 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.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputed 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 Department concerned and an Authorised representative of the Manpower Service Provider.
15. The Department 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.
 16. 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.
 17. 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.
 18. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with Department under the provision of any rules and Acts. Undertaking from each person to be deployed shall be submitted by the Manpower Service Provider.
 19. 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. *
 20. 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.

21. The person deployed by the Manpower Service provider should have good antecedent and no criminal case should be pending against them. An undertaking to this effect shall be submitted prior to deployment of Manpower.
22. 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.

LEGAL

23. 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.
24. 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 MGNREGS Cell of P.R. & D.W. Department, SIRD & PR Campus, Unit-8, Bhubaneswar. The Department concerned shall have no liability in this regard.
25. The manpower Service Provider shall also be liable for depositing all taxes. Levies, Cess etc., on account of service rendered by it to the NREGS Cell of P.R & D.W. Department 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 NREGS Cell of P.R & D.W Department for Official Record.
26. 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.

27. 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.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department concerned is put to any loss/ obligation, monetary or otherwise, the Department concerned 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.
29. 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 Department concerned shall have no liability towards non-payment of remuneration to the persons deployed by the Manpower Service Provider as well as the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the MGNREGS Cell of Panchayati Raj & Drinking Water Department by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

30. 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. 500/- (Rupees five hundred only (non-refundable) in the form of Demand Draft drawn in favour of MGNREGS Odisha Society, Panchayati Raj & Drinking Water Department failing which the tender shall be rejected out rightly.
31. 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.

- 32.**The successful tenderer will have to deposit a performance security Deposit of Rs. 32000/- (Rupees Thirty-two thousand only) in the form of Bank Guarantee from any nationalised 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.
- 33.** 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.
- 34.**The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the appropriate authority of the MGNREGS Cell of PR & DW Deptt. 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.
- 35.**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 Department concerned.
- 36.**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.

- 37.**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.
- 38.**In the event of any dispute arise 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.
- 39.**Any legal dispute arising out of this agreement is subject to Bhubaneswar jurisdiction only.
- 40.**The successful bidder will enter into an agreement with the NREGS cell of Panchayati Raj & DW Department 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. Attested copy of registration of agency;
3. Certified copy the Statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR card;
5. Attested copy of latest IT returns filed by agency;
6. Attested copy of GST registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of E.S.I. registration letter/ Certificate;
9. Certified documents in support of financial turnover of the agency
10. Certified documents in support of entries in Sl. No. 13 of Technical Bid application;
11. Copy of terms and conditions of at pages 13-19 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token in their acceptance.

DOCUMENTS TO PROVIDE BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of manpower short listed by agency for deployment in MGNREGS Cell, Panchayati Raj and Drinking Water Department , 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, regularisation of service any rule / Act in lieu of their Deployment in NREGS Cell 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. _____ of General Terms and Conditions.)
6. Security deposit as per Point No. _____32 of Terms and Conditions (Financial)
7. Performance security deposit as per point No. 33 of Terms and Conditions (Financial)