

OFFICE OF THE ASSISTANT LABOUR
COMMISSIONER, KEONJHAR

Advt. No.

Date.

TENDER CALL NOTICE FOR PROVIDING ONE NO. OF WELFARE
COORDINATOR AND TWO NOS. OF DATA ENTRY OPERATOR.

Sealed tenders are invited from eligible authorized agencies for providing one no. of Welfare Coordinator and two nos. of Data Entry Operator on an outsourcing basis to this office. Details regarding the eligibility criteria, terms and condition and formats for submission of tender may be downloaded from the dist. Website- www.kendujhar.nic.in. Your tender should reach the office of the undersigned by 26.09.2018(till 3.00 P.M) . Only by Regd. Post/ Speed Post/ Courier Service. The tender (Technical bid) will be opened at 11.30 A.M on 27.09.2018 in the office chamber of Addl. District Magistrate, Keonjhar. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
District Labour Officer,
Keonjhar

TENDER FOR SELECTION OF AGENCY TO PROVIDE WELFARE CO-ORDINATOR & DATA ENTRY OPERATOR ON AN OUTSOURCE BASIS

- 1 Sealed tenders are invited from eligible firms/Agencies having adequate experience in providing personnel for Welfare Co-ordinator & Data Entry Operator on an outsource basis.
- 2 Interested bidders may obtain detail terms and conditions for taking up this assignment by downloading the tender document from the website **www.kendujhar.nic.in**
- 3 **Instruction for Submission of Bid :**
The tender should be submitted in two parts i.e. **Technical Bid (Cover-A)** and **Financial Bid (Cover-B)**. The bidders should submit their **Technical** and **Financial** bid **separately** in **two separate envelopes** and the same should be put into **another cover envelop** super scribed as **"Tender for Providing Welfare Co-ordinator & Data Entry Operator on an outsource basis in reference to adv. No- -----/18 dt-----"**. The Technical & Financial Bid envelopes should be clearly marked as Technical Bid & Financial Bid on the top of the relevant envelopes and the name of the bidder at the left bottom side of the envelopes. All the envelopes (Inner & Cover envelopes) should be addressed to :

**The District Labour Officer,
Keonjhar, 758001, Odisha**

- 4 The bidders shall furnish an **EMD of Rs.20,000/-** in the shape of a demand draft from any Nationalized / Schedule Bank payable at Keonjhar and in favour **of Collector & District Labour Officer-cum-RESC under B & OCW** , Keonjhar. **The EMD should be put in the Technical Bid (Cover A) envelop.**
- 5 Bidders who meets the eligibility criteria and qualifies in technical bid evaluation (as per evaluation criteria mentioned below), their financial proposal shall only be opened.
- 6 Last Date of submission of tender is : **26.09.2018 (till 3.00 P.M.)**
Date of tender opening (Technical Bid): **27.09.2018**
The date of financial bid opening shall be communicated to the qualified bidders only at a **later date**.

A) Eligibility Criteria:

The firm

1. Should be in the business for at least 3 years in sourcing & providing personnel for Welfare Co-ordinator & Data Entry Operator.
2. Must have **average annual turnover** of **Rupees Fifty lakhs** or more in the last three financial years (for the 2015-16 , 2016-17 & 2017-18) from

similar activity. The bidder is required to furnish a turnover certificate duly attested by a Chartered Accountant to this effect with year wise break-up. In addition, they have to furnish the **audited** balance sheet P & L Account statement (of the last three financial years (for the for the 2015-16 , 2016-17 & 2017-18) duly signed by a Chartered accountant.

3. Should have successfully executed at least **two contracts** of similar nature for any **Government/Semi-Government agencies/body** during last three financial years. The bidder is required to furnish the copy of the **Work Orders of similar assignments** along with the **Certificate of Successful Performance** issued by the concerned authority/ **executed** agency. These information are to be furnished in the required format as mentioned in the Tender Form Cover A – Tender Form T2)
4. Should not have any track record of Contract termination of the previous assignments for providing personnel to any Government/ Semi-Government agencies/body or any adverse report of performance or blacklisted by any state Govt./Central Govt. Organization.
5. Must have registered with appropriate registration authority.
6. Must have labour registration certificate.
7. Must have ISO 9001 certification
8. Must be registered under EPF
9. Must be registered under ESI
10. Must have a PAN
11. Must have GST registration Number.
12. Must have Service tax registration number
13. Must submit **the EMD of Rs.20,000/-** in the shape of demand draft from a Nationalized / Schedule Bank.

B) QUALIFICATION REQUIREMENTS FOR WELFARE CO-ORDINATOR & DATA ENTRY OPERATOR TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER

(A) WELFARE CO-ORDINATOR

Qualification and Experience:- The Welfare Co-ordinator must have Master Degree in Social Work / Personnel Management & Industrial Relations/MBA in HR from recognized Institute / University securing minimum 50% marks.

Computer Knowledge:- Proficiency in MS-Office applications such as Word, Excel & Power Point and Internet Browsing.

Experience:- Minimum 3 years experience in similar work with at least 1 year in any Govt./Semi Govt./ Public Sector Under taking / Private Sector.

Remuneration:- The Monthly take home remuneration for each Welfare Co-ordinator shall be Rs.15,000/-. Beside the office will pay to the Service

Provider towards employer contribution for EPF & ESI and service Charge and GST as applicable from time to time .

Age limit:- Minimum 21 years and maximum 40 years as on 30.06.2018 (upper age limit may be relaxed for the Welfare Co-Ordinator working in the district offices with specific feedback from the District Labour Officer regarding their performance).

Period of engagement :-For a period of one year (Subject to further extension as per the instruction from the Board)

(B) DATA ENTRY OPERATOR

Qualification and Experience:- The Data Entry Operator must have Graduation or higher & one year Diploma in Computer Applications / PGDCA along with typing speed 40 w.p.m. in both Odia and English .

Computer Knowledge:- Proficiency in MS-Office applications such as Word, Excel & Power Point and Internet Browsing.

Experience:- Minimum 3 years experience in similar work with at least 1 year in any Govt./Semi Govt./ Public Sector Under taking / Private Sector.

Remuneration:- The monthly take home remuneration for each Data Entry Operator shall be Rs.8,880/-. Beside the office will pay to the Service Provider towards employer contribution for EPF & ESI and service Charge and GST as applicable from time to time .

Age limit:- Minimum 21 years and maximum 40 years as on 30.06.2018 (upper age limit may be relaxed for the DEOs working in the district offices with specific feedback from the District Labour Officer regarding their performance).

Period of engagement :-For a period of one year (Subject to further extension as per the instruction from the Board)

The tender inviting authority reserves the right to ask the successful bidder to provide a pool of staffs from which suitable staffs shall be selected as per the criteria mentioned above.

Note : The bidder is required to quote the price of Service Charge, **in whole Rupees & no fraction** of a rupee will be considered and quoting in fraction of a rupee will lead to summarily rejection financial bid.

C) Evaluation & Selection Criteria:

1. Technical bid shall be evaluated first for those bidders who fulfil the eligibility criteria.

2. The technical bid shall be evaluated and marking shall be awarded based on the following parameters/criteria:

Sl. No.	Evaluation Parameter	Total Mark	Criteria for award of Mark
A	Turnover (last 3 financial years): 1) Average annual turnover of the last three financial years from similar activity	20	> 50 lakhs ≤ 1.00 cr : 5 marks > 1.00 cr ≤ 1.50 cr : 10 marks > 1.50 cr ≤ 2.00 cr : 15 marks > 2.00 cr : 20 marks
B	Experience: 1) No. of years of experience in similar business (Year of Establishment or Commencement of business) 2) No. of contracts awarded and successfully executed in last three years with State Govt./ Central Govt./ Semi Govt./ Govt. owned Societies / Corporation	10 20	> 3 yrs ≤ 5 yrs : 5 marks > 5 yrs : 10 marks > 2 nos ≤ 5 nos : 5 marks > 5 nos ≤ 10 nos : 12 marks > 10 nos : 20 marks
	Total Score	50	

3. Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 35 marks or more** in technical evaluation shall qualify for **financial bid opening**. In the financial bid, the bidder with the **lowest price** in each category of staff [**Total** per person/ Month (excluding Service Tax)] shall be awarded the contract. However, in case two bidders quote the same lowest price, then the firm with the **highest mark** in the technical bid shall be awarded the contract. However, if two bidders quote the same lowest price and their technical mark also become equal, then in that case the bidder having the higher annual average turnover shall be awarded the contract

TERMS & CONDITIONS

GENERAL

1. The service agreement shall commence from the date of signing of the contract and shall continue till **one year** from the date of signing of the contract 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 service agreement may be extended further by the mutual consent of the Manpower Service Provider and District Labour Officer, Keonjhar.
3. The agreement may be extended, on the same terms and conditions or with some additions/deletions/modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the District Labour Officer, Keonjhar.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any third party agency.
5. District Labour Officer, Keonjhar at present, has tentative requirement of 02 nos. of Data entry operators and 01 no. of Welfare Co-Ordinator. The requirement of the District Labour Officer, Keonjhar may further increase or decrease marginally, during the period of 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 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider if the service is found to be unsatisfactory.
8. The persons deployed shall be usually required to report for work at in the office of the Asst. Labour Officer, Champua and would leave at 5 P.M. and may also required to work beyond 5 P.M. for which they would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration.
11. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the authority so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office 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 office concerned.

13. For intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules and 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 District Labour Officer,Keonjhar.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to manpower deployed. The District Labour Officer,Keonjhar 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 District Labour Office,Keonjhar and an authorized 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 person 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.
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 or other capacity.
18. The persons 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.
19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, 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 (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, wherever applicable.

21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
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 or Office concerned. 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 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.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Office concerned. The District Labour Officer, Keonjhar 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 Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the Department or office concerned.
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 office concerned or any other authority under Law.
27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department 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 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 remuneration of employed persons and non-payment of statutory dues. The District Labour Officer, Keonjhar will have no liability towards non-payment 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 assets / documents in the office premises 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), refundable without interest in the form of Demand Draft / Pay Order drawn in favour of **Collector & District Labour Officer-cum-RESC under B & OCW** from any of the nationalized /scheduled bank payable at Keonjhar **failing which the tender shall be rejected out rightly.**
31. The Earnest Money Deposit in respect of the agencies which are not qualified / selected in the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful bidder, the EMD shall be returned after signing of the contract & submission of performance security. The EMD of successful bidder shall be forfeited if it fails to sign the contract & submit the performance security.
32. The successful bidder will have to deposit a performance security amount of **Rs.50,000/- (Rupees Fifty Thousand only)** in the form of Demand Draft in favour of **Collector & District Labour Officer-cum-RESC under B & OCW** covering the period of contract or the extension thereof if any. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of award of contract, the performance security shall stand forfeited without giving any further notice.
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 certified by the authorized person of District Labour Officer, Keonjhar or office concerned 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. However, the Manpower Service Provider has to release the monthly salary of the persons deployed at the office by first week of succeeding month.

35. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, etc. should be necessarily accompanied with documentary proof (Challan) pertaining to the bill of the preceding 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 Department or Office concerned.
36. 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.
37. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Keonjhar only.
40. The successful bidder will enter into an agreement with District Labour Officer, Keonjhar for supply of suitable and qualified manpower as per requirement of this office as per the above terms and conditions.

TENDER FORM – T1

To be submitted in COVER A (Technical Bid)

(Pl. arrange the documents **serially** in the order as mentioned in the format below)

1	Name of the Firm/Agency	
2	Registered office Address of the firm /Agency Telephone No Fax No. Email ID	
3	Office address of the Branch office in Bhubaneswar (if any) (If registered office is not in Bhubaneswar) Telephone No Fax No. Email ID	
4	Name of authorized signatory (in block letters)	
5	Specimen signature of authorized signatory	
6	Telephone number of authorized signatory Firm /Agency	
7	Draft number, Name of Bank & date of the EMD of Rs. 20,000/- submitted by the firm/Agency (yes/No)	
8	Registration no. of the Firm/Company	Year of Registration : (Furnish Photocopy of Firm/company registration certificate)
9	Registration Certificate (Labour) No.	(Furnish Photocopy of Labour registration certificate)
10	Service Tax Registration No	(Furnish Photocopy of Service Tax Registration)
11	ISO 9001 certification of the organization	(Furnish Photocopy of the ISO 9001 organization)
12	PAN no (furnish Photo Copy of PAN)	(also Furnish photocopy of PAN)
13	P.F Registration No.	(Furnish Photocopy of P.F. Registration Certificate)
14	E.S.I. Registration No.	(Furnish Photocopy of E.S.I. Registration Certificate)
15	No. of Security Staffs available with the agency	
16	GST Registration Number.	

17	<p>Average Annual Turnover certificate duly attested by a Chartered Accountant (In the letterhead of the Chartered Accountant) to this effect with year wise break-up</p> <p>Audited Profit & Loss Account Indicating turnover duly signed by chartered accountant with membership no., to be submitted for last three financial years.</p>	<p>2015-16 : 2016-17: 2017-18: to be considered only if audited balance sheet & P/L account statement for 2015-16 is furnished. Provisional Balance Sheet shall not be considered. (Attach turnover certificate duly attested by a Chartered Accountant with membership no. to this effect with year wise break-up. Also attach photocopies of the audited P/L account of each year highlighting the turnover in support of that)</p>
18	<p>The organization have to submit the Affidavit (On original Stamp Paper of relevant value certified by Notary) with the following clauses:</p> <p>01.Our organization has not been blacklisted by any Government Organization</p> <p>02.Our organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law.</p> <p>03.Our organization agrees to abide by all terms & conditions of tender.</p> <p>04.The price quoted by our organization is inclusive of minimum take home pay mentioned in the tender, all statutory charges, administrative charges & taxes .</p>	<p>Submit the Affidavit in Original Stamp Paper certified by Notary</p>
19	<p>Whether have any track record of contract termination of the previous assignments for providing personnel to L & E Deptt. / Any adverse report of performance under L&E Deptt., GoO / blacklisted by any State / Central Govt. organization (Yes/No)</p>	
20	<p>Whether all documents submitted signed by the authorized signatory of the firm/agency (Yes/ No)</p>	

DECLARATION

I / we hereby certify that the terms and conditions given with the tender call notice have been read carefully and acceptable to me/us and that the information furnished above is full and correct to the best of my /our knowledge. I / we understand that in case of any deviation in the above statement at any stage, my/our Firm/Agency will be **blacklisted** by your office and will not have any dealing with your office in future.

Place
Date

(Signature of the authorized signatory)
Seal

TENDER FORM – F1

To be submitted in COVER B (Financial Bid)

MONTHLY RATE / WELFARE CO-ORDINATOR & DATA ENTRY OPERATOR

(Rate per person per Month inclusive of all statutory liabilities)

I. Monthly Rate per Person (Excluding Service Tax)

Sl. No.	Manpower Type	Monthly Rate per					
		*Take home remuneration	EPF (Employer's Share 13.36%)	ESI (Employer's Share 4.75%)	Other statutory dues, if any	**Service Charge	Total per person/ Month
		1	2	3	4	5	6
1	Welfare Co-Ordinator)	Rs.15,000/-					
2	Data Entry Operator	Rs.8,880/-.					

II. Service Tax: Please mention the % of Service Tax to be chargeable (as applicable) **on & above** the monthly rate mentioned above: _____

* The bidder is required to quote the price of **Service Charge**, in **whole Rupees & no fraction of a rupee** will be considered and quoting in fraction of a rupee will lead to summarily rejection of financial bid.

Place
Date

(Signature of the authorized signatory)
Seal
Full Name

Note: 1.The total rates quoted by the tendering agency should be inclusive of all statutory liabilities in force at the time of submission of bid.

2. The payment shall be made on conclusion of the calendar month only.

