

DISTRICT CULTURE OFFICE, KEONJHAR  
KEONJHAR, PIN-758001, PH-06766-253204

# **TENDER DOCUMENTS**

**FOR**

**SELECTION OF MANPOWER SERVICE  
PROVIDER FOR DISTRICT CULTURE  
OFFICE, KEONJHAR**

**DISTRICT CULTURE OFFICE, KEONJHAR**

**TENDER DOCUMENT**

For providing Services of Data Entry Operator  
To DISTRICT CULTURE OFFICE, KEONJHAR  
by a Private Manpower Service Provider

(a) Period for issue of Tender Document : 07.03.2019 to 25.03.2019

(b) Date and time for submission of Tender  
Document : By 25.03.2019 up to 3 PM

(c) Date and time and venue for opening of

(i) Technical Bids : 26.03.2019 at 04.30 PM

(ii) Financial Bids of eligible Bidders : 26.03.2019 at 05.00 PM

Venue: Mini Conference Hall, Collectorate, Keonjhar

(d) Likely date for commencement of  
deployment of required manpower : 02.04.2019 (FN)

## Contents of Tender Documents

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## **SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS**

1. The various crucial dates relating to "Tender for providing manpower Services to District Culture Office, Keonjhar are indicated here under:
  - (a) Period of issue of Tender document :- **07.03.2019 to 25.03.2019**
  - (b) Date and time for submission of the Tender documents by speed post/ Registered post up to **3 PM of 25.03.2019**
  - (c) Date and time for opening of
    - (i) Technical Bid : **26.03.2019 , 04.30 PM**
    - (ii) Financial Bids of eligible Tenders : **26.03.2019, 05.00 PM**And selection
  - (d) Likely date for commencement of Deployment of required manpower : **02.04.2019 F.N.**
  
2. 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 for Providing Manpower Services to District Culture Office, Keonjhar**" under SSA Programme and "**Financial Bid for Providing Manpower Services to District Culture Office, Keonjhar** " Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to District Culture Office, Keonjhar**
  
3. The Earnest Money Deposit (EMD) of Rs. **1000/- (Rupees one thousand )** only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / T.D.R of any Nationalized bank pledged in favour of **District Culture Officer, Keonjhar** payable at Keonjhar, failing which the tender shall be rejected summarily.

4. The tendering Manpower Service providers are required to enclose 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 any further:
  - (a) Registration certificate of the applicant's organization.
  - (b) Copy of PAN / GIR card;
  - (c) Copy of the IT return files for the last three financial years
  - (d) Copies of EPF and ESI certificates.
  - (e) Copy of the Service Tax registration certificate;
  - (f) Certified extracts of the Bank Account containing transactions during last three years.
5. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
6. 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 cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
7. The Technical bids shall be opened on the scheduled date and time at 04.30 PM on 26.03.2019 in the Mini Conference Hall Collectorate Keonjhar in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
8. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 05.00 PM on 26.03.2019 in the Mini Conference Hall Collectorate Keonjhar in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
9. The Competent Authority of the District Culture Office, Keonjhar reserves the right to cancel all bids without assigning any reason.

## **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 providers should be located within the jurisdiction of the user DCO Keonjhar.
  - b. They should be registered with the appropriate registration authority.
  - c. They should have at least three years' experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
  - d. They should have their own Bank Account;
  - e. They should be registered with Income Tax and Service Tax Department.
  - f. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - g. They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED  
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE  
DISTRICT CULTURE OFFICE, KEONJHAR DISTRICT**

1. She/ He should be above 21 years of age and not exceeding 42 years as on 01.04.2019.
2. The Minimum Educational Qualification for Data Entry Operator (DEO) will be Graduation in any discipline with PGDCA.
3. The Candidate shall be well conversant in computer and essentially well trained in MS Office and internet. He should also be proficient in other standard packages & applications.
4. The Candidate shall have working knowledge of English and Oriya.

## **APPLICATION- TECHNICAL BID**

### **For Providing Manpower Services to District Culture Office, of Keonjhar District**

1. Name of Tendering Manpower Service Provider:\_\_\_\_\_.
2. Details of Earnest Money Deposit: DD No.\_\_\_\_\_ date\_\_\_\_\_ of Rs.1000/- drawn on Bank \_\_\_\_\_.
3. Name of Proprietor/ Partner / Director:  
\_\_\_\_\_.
4. Full Address of Registered Office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. Full Address of Operating / Branch Office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
6. Name & Telephone No. of Authorized Officer /  
Person to liaise with Field Office (s): \_\_\_\_\_  
\_\_\_\_\_.
7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years):  
\_\_\_\_\_  
\_\_\_\_\_.  
Telephone Number of Banker:- \_\_\_\_\_
8. PAN/ GIR No. (Attach attest copy): \_\_\_\_\_
9. Service Tax Registration No. (Attach attest copy): \_\_\_\_\_
10. E.P.F. Registration No. (Attach attest copy): \_\_\_\_\_
11. E.S.I. Registration No. (Attach attest copy): \_\_\_\_\_



12. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years:

Financial Year	Amount (in lakhs)	Remarks, if any
2016-17		
2017-18		
2018-19		

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient):

**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 prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

**APPLICATION – FINANCIAL BID**

**For Providing Manpower Services to District Culture Office, Keonjhar**

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

SI No.	Manpower Type	Monthly Rate per DEO / Block						
		*Take home remuneration	EPF	ESI	Other Statutory dues, if any	Service Charge	Service Tax	Total per person
1.	Data Entry Operator (DEO)							

Date:

Signature of Authorized Person

Place:

Name:

Seal :

**Notes:\***

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. 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.

## **TERMS CONDITIONS**

1. The Agreement shall commence from 02.04.2019 and shall continue till 31.03.2020 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 on 01.04.2020 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 condition or with some additions/deletions/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 the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is 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.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15days notice to the manpower service provider.
7. The person deployed shall be required to report for work at 10.00 AM in concerned Office and may also require to work beyond 5.00 PM for which he 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.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the District Culture Officer Keonjhar, so that optimal services of the persons deployed could be availed without any disruption.

9. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
10. For all intents and purposes, the manpower service provider shall be "employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the DCO Keonjhar.
11. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DCO Keonjhar shall, in no way be responsible for settlement of such issues whatsoever.
12. The DCO office Keonjhar shall be 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 in 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.
15. The person deployed shall not claim any benefit or compensation 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 etc. and a copy of the registered 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, whatever applicable.
18. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
19. The person 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 DCO or office concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

#### **LEGAL**

20. The person 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 application 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 to different types of worker in respect of the persons deployed by it in the DCO concerned. The DCO, Keonjhar shall have no liabilities in this regard.

**\* Note: - Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

22. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, **District Culture Office** is put to any loss/obligation, monetary or otherwise, DCO Keonjhar will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.

## **FINANCIAL**

23. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, of **Rs.1000/-** (Rupees one thousand ) only in the form of demand draft/TDR of any Nationalized Bank pledged in favour of District Culture Officer, Keonjhar failing which the tender shall be rejected out rightly.
24. The earnest money deposit in respect of the agencies which do not qualify the technical bid (first state)/ financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tendere/r, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of place in the order, the EMD shall stand forfeited without giving any further notice.
25. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
26. The manpower service provider shall raised the bill in triplicate along with attendance sheet duly verified by the DCO Keonjhar in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As per as possible the payment will be released by the second week of the succeeding month.
27. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 DCO Keonjhar.
28. 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 manpower service provider shall be deducted from its monthly bills in the succeeding month.

29. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
30. 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/her decision and the same shall be binding on all parties.
31. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority/ DCO, Keonjhar, who has executed the agreement, is located.
32. The successful bidder will enter into an agreement with DCO Keonjhar for supply of suitable and qualified manpower as per requirement of DCO, Keonjhar on the above terms and condition.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the latest IT Return filed by agency;
6. Attested copy of the Service Tax registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ certificate;
9. Certified document in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Cost of Tender paper for Rs.1000/- in shape of DD in favour of District Culture Officer, Keonjhar payable at Keonjhar must be attached drawn on or before 25.03.2019 in case of the Tenderers who downloaded from the Website.



**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.**

1. List of Manpower shortlisted by agency for deployment in DCO,Keonjhar will be submitted containing full details i.e. date of birth, marital status, address, educational qualifications etc.
2. Bio-data of all persons
3. Any other document considered relevant.