Tender Call Notice

Tender Notice for award of contract for providing of services of Data Entry Operators for a period of one year w.e.f. 01.06.2017 to 31.05.2018.

Sealed tender are invited from reputed manpower agencies / service providers to provide the services of one Data Entry Operator for period of one year through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website www.stscodisha.gov.in or obtained in person from Sri K.M. Behera, Jr. Asst. Office of OSFDC Ltd., Lewis Road, Bhubaneswar on any working day between 11 A.M to 4 P.M. The last date and time for submission of Tender document is 25.05.2017 (date) by 4 P.M. The undersigned reserves the right to reject any or all the Tenders without assigning any reason thereof.

[Signature]
General Manager
Tender Documents

For providing the services of Data Entry Operator to the office of the OSFDC Limited, Lewis Road, Bhubaneswar by a Man power Service Provider for day to day management of Accounts of the Corporation.

(a) Period of issue of Tender Document : 17.05.2017 to 25.05.2017

(b) Last date and time for submission of Tender Documents : 25.05.2017 4 PM

(c) Date and time for opening of
   (i) Technical Bids : 27.05.2017 11 AM
   (ii) Financial Bids : 27.05.2017 3 PM

(d) Likely date for commencement of deployment of required man power : 01.06.2017

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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

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

   (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/Office.

   (b) They should be registered with the appropriate registration authority;

   (c) They should have at least two/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 departments;

   (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

1. She/he should be above 18 years of age and not exceeding 40 years.

2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline.

3. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function:
APPLICATION – TECHNICAL BID
For providing Manpower Services to OSFDC Ltd.

1. Name of Tendering Manpower Service Provider: ________________________

2. Details of Earnest Money Deposit: D.D No.: __________ Date. __________ of Rs. __________ 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 the 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 attested copy) : ________________________________
(Attach attested copy): ________________________________

10. E.P.F. Registration No.  
(Attach attested copy): ________________________________

11. E.S.I. Registration No.  
(Attach attested copy): ________________________________

12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Amount (Rs. In Lacs)</th>
<th>Remarks, if any</th>
</tr>
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<tr>
<td>2014-15</td>
<td></td>
<td></td>
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<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
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</tr>
</tbody>
</table>

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. 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):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of client, address, telephone &amp; Fax No.</th>
<th>Manpower Services provided</th>
<th>Amount of contract (Rs. Lacs)</th>
<th>Duration of contract</th>
</tr>
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<tr>
<td></td>
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</tbody>
</table>

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

Signature of authorized person
Name: ________________________________
Seal: ________________________________

Date: ________________________________
Place: ________________________________
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.

Signature of authorized person
Name:
Seal:

Date:
Place:
APPLICATION – FINANCIAL BID
For providing Manpower Services to OSFDC Limited, Bhubaneswar.

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.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Manpower Type</th>
<th>Monthly Rate per person</th>
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<td>(1)</td>
<td>(2)</td>
<td>(3) (4) (5) (6) (7) (8) (9)</td>
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<tr>
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<td>Take home remuneration</td>
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</table>

- Basic wages per month per person should be Rs.7100/- (Minimum) for Data Entry Operator.
- EMD of Rs.7000/- shall be deposited by the Service Provider in the form of Bank Draft in favour of Managing Director, OSFDC Ltd. payable at Bhubaneswar. EMD will be refunded to the unsuccessful bidders immediately.

Signature of authorized person
Name:
Seal:

Date:
Place:

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 man power.
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 Service Tax 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 the Financial turnover of the agency
10. Certified documents in support of entries in column 13 of Technical Bid Application
11. Copy of the terms and conditions at page................. in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance

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

1. LIST OF Manpower shortlisted by agency for deployment in OSFDC Ltd., containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-date of all persons.
3. Any other document considered relevant.
AGREEMENT

This Agreement is made on this ________________ day of between the OSFDC Ltd. represented by "General Manager", here-in-after referred to as the "Authority" which expression shall where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _______________________________ represented by Sri _________________, here-in-after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “___________” are required in ___________________ Department/Office;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Manpower Service Provider”.

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Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.

2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "_____________" in the _____________ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.

3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.

5. That this agreement is valid upto _______________

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed of have here unto set their respective hands and seals on the day and year first written above.

Signature of the officer authorized to sign on behalf of Manpower Service Provider

Signature of the Authority an officer acting in the premises for and on behalf of the OSFDC Ltd.

In the presence of witness:-

Witness

1. Name:........................................
   Address:......................................

Witness

1. Name:........................................
   Address:......................................

1. Name:........................................
   Address:......................................
ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from ................. (date) and shall continue till ................. (date) 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 .......... (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.

3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.

4. The Manpower Service Provider 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 Agreement.

5. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.

6. The persons deployed shall be required to report for work at 10.00 AM to the General Manager or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned 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 on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

7. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.

8. 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 Department or Office concerned.

9. 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 or Office concerned.
10. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issue 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 or Office concerned and an Authorized representative of the Manpower Service Provider.

11. 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.

12. 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.

13. 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.

14. 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.

15. Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and 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, if required under the Act.

16. 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. Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
18. 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.

19. 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.

20. 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 Department or office concerned. The Department or office concerned shall have no liability in this regard.

21. 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 Xerox copies of such documents shall be furnished to the OSFDC Ltd.

22. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the OSFDC Ltd. or any other authority under Law.

23. 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.

24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the OSFDC Ltd. is put to any loss / obligation, monetary or otherwise, the OSFDC Ltd. 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.

25. 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 OSFDC Ltd. will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the OSFDC Ltd. concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
26. In case of breach of any terms and conditions attached to this agreement, the EMD deposited by the Manpower Service Provider shall be liable to be forfeited besides fulfillment of the Agreement.

27. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department 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.

28. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

29. 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.

30. The Authority reserves 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.

31. 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.

32. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.