

**TENDER DOCUMENT
FOR
SELECTION OF NEW SERVICE
PROVIDER**

DIRECTORATE OF TE & SCERT

Unit- IV, Bhubaneswar

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DIRECTORATE OF TEACHER EDUCATION AND SCERT: ODISHA : BHUBANESWAR

TENDER CALL NOTICE

Directorate of TE & SCERT, Odisha, Bhubaneswar hereby invites Sealed Tenders in the prescribed format from reputed Registered Manpower Service providers having registered office located within the city of Bhubaneswar or Cuttack and possessing valid license, statutory clearance, service tax registration, EPF Registration, ESI Registration, GST Registration and PAN no, for providing services of Technical Co-Ordinator, Technical Assistant and ICT Instructor in the office of the TE & SCERT for a period of one year from the date of entering into the contract.

The Tender Document can be downloaded from the website of the TE & SCERT Bhubaneswar. The approximate estimated cost of the tender is of Rs.13,00,000/- per annum including applicable taxes and statutory dues. E.M.D (refundable without interest) of Rs.8,000/- (Rupees Eight thousand only) in the shape of Demand Draft in favour of the Director, TE & SCERT, Bhubaneswar payable at Bhubaneswar shall be filed along with the tender documents.

Last date of submission of Tenders: 02.01.2023 by 05:00 PM

Opening of the Tenders : The Technical and Financial Bids will be opened in the Conference Hall of TE & SCERT, Bhubaneswar in presence of the selection committee and the representatives of the Manpower Service Providers if any, who wish to be present on the spot at the time of opening of the Bids, as per the following time table;

Technical Bid - 03.01.2023 at 11:00 AM

Financial Bid - 03.01.2023 at 12:00 NOON

Incomplete and conditional Tenders shall be summarily rejected. The office of the Director, TE & SCERT, Bhubaneswar reserves the right to reject any or all the Tenders, without assigning any reason thereof. The bidders having minimum five years or more experience in supplying manpower services to Government Departments/ Officers dealing with Office related works may be given preference subject to fulfilment of all other the criteria and norms of the tender.

Administrative Officer

Memo No. / Dated.

*Copy along with soft copy of notice and tender document forwarded to **Special Secretary to Government, School & Mass Education Department, Government of Odisha, Bhubaneswar** for information and necessary action.*

Administrative Officer

TENDER SCHEDULE

Different important dates of the Tender For providing Man Power Services to the Private Manpower Service Provider TE & SCERT by a

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|-----------|---|--------------------------|
| a) | Period of issue of Tender Document | 13.12.2022 to 02.01.2023 |
| b) | Last Date and time for submission of Tender Document | 02.01.2023 by 05:00 PM |
| | Date and Time for opening of | |
| c) | i) Technical Bids | 03.01.2023 at 11:00 AM |
| | ii) Financial Bids of eligible Bidders | 03.01.2023 at 12:00 Noon |
| d) | Likely date for commencement of deployment of Required Manpower | 16.01.2023 |

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. TE & SCERT, Bhubaneswar, requires the services of reputed, well established and financially sound Manpower Service Providers to provide Office employees on contract basis for day-to-day office work and house orderly work at Bhubaneswar.
2. The contract for providing the aforesaid manpower is likely to commence form 16.01.2023 and would continue till 15.01.2024. The period of the contract may be curtailed / terminated before 15.01.2024 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Directorates requirements. The TE & SCERT, Bhubaneswar, however, reserves right to terminate the initial contract at any time after giving 15 days' notice to the selected Service Provider.
3. TE & SCERT, Bhubaneswar has tentative requirement of Technical Co-Ordinator, Technical Assistant and ICT Instructor. The requirements may increase or decrease in the category.
4. The approximate estimated cost of the contract is Rs. 13,00,000/- per annum including applicable taxes and statutory dues.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD of Rs. 8,000/- and other requisite documents by 02.01.2023 05:00 PM at the Office of The Director, TE & SCERT, Bhubaneswar.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the TE & SCERT, Bhubaneswar are cited as mentioned above.
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 for Providing Manpower Bid for Providing Manpower Services to TE & SCERT, Bhubaneswar. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Manpower Services to TE & SCERT, Bhubaneswar"**.

8. The Earnest Money Deposit (EMD) of Rs.8,000/- (Rupees Eight Thousand only), (refundable without interest), should necessarily be accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the Director, TE & SCERT, Bhubaneswar failing which the tender shall be rejected summarily.
9. The successful tender will have to deposit a Performance Security Deposit of Rs. 1,00,000/- (approx.) (i.e one month's remuneration) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Director, TE & SCERT, Bhubaneswar 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 tender.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments / Central Government), along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
 - A) Registration certificate of the applicant organization;
 - B) Copy of Aadhar / PAN / GIR card;
 - C) Copy of the IT return filed for the last three financial years;
 - D) Copies of EPF and ESI certificates;
 - E) Copy of the Service Tax registration Certificate and GST Registration Certificate.
 - F) Certified extracts of the Bank Account containing transactions during last three years.
 - G) Copy of documents of experience in supplying manpower services to Government Departments / Officers dealing with Office related works either at Bhubaneswar.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specifications:
 - (a) The registered office of the manpower service provider should be located within the city of Bhubaneswar and Cuttack.
 - (b) They should have been registered with the appropriate registering authority.
 - (c) They should have at least two / three years' experience in providing Manpower to Government Department, Public Sector Companies / Banks etc. Preference will be given to the Service Providers having three years or more experience in providing Manpower Services to the Government Departments / Offices dealing with office related works.
 - (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) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing Manpower services.
 - (h) Minimum turn-over requirement.(To be assessed by the Department / Office keeping in view the present contract)
 - (i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

APPLICATION - TECHNICAL BID

For providing outsourcing staff in the office of the Directorate of TE & SCERT

01	Name of the Manpower Service Provider	
02	Money Receipt / Demand Draft towards cost of tender paper	
03	Details of Earnest Money Deposit	BD No. Dt. of Rs. of Bank Payable at
04	Name of Proprietor / Partner / Director (Name of all Directors / Partners)	
05	Full Address of Registered Office (with PIN Code)	
	Telephone No:	
	Mobile No:	
	FAX No:	
	E-Mail ID:	
06	Full Address of Branch Office (if any)	
07	Name, Telephone No/Mobile No/ E-mail ID of Authorized Officer Person to Co-ordinate with the office of the TE & SCERT, Odisha	
08	Banker of the Manpower Service Provider (Attached copy of statement of A/C for the last three years)	
09	PAN No: (Attach copy of the PAN)	
10	Statutory Registration No: (under License & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)	
11	GST Registration No. (Enclose copy of the Certificate)	
12	EPF Registration No. (Enclose copy of the Certificate)	
13	ESI Registration No.: (Enclose copy of the Certificate)	

14 Financial turnover of the Manpower Service Provider for the last 3(three) Financial Year						
Financial Year	Amount in Lakh			Remarks if Any		
2019-20						
2020-21						
2021-22						
15. Give details of the similar contracts handled by the tendering Manpower Service Provider during the last financial year 2021-22 in the following format (if the space provided is insufficient, a separate sheet may be attached)						
No.	Name of the Client, Address, telephone & Fax No.	Manpower Services Provided		Annual Bill amount (in Lakh)	Duration of Contract	
		Type of Manpower Provided	No.		From	To
16. Additional information, if any (Attach separate sheet, if required)						

Date

Signature of authorized person with seal

Place

Full Name

Telephone No/Mobile No.

E-mail ID

DECLARATION

1. I, _____ son / daughter / wife of Proprietor / Partner / Director / authorized signatory of the service provider, mentioned above and 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 my stage besides liabilities towards prosecution under appropriate law.

Date

Signature of authorized person with seal

Place

Full Name

Telephone No/Mobile No.

E-mail ID

APPLICATION – FINANCIAL BID

For providing outsourcing staff in the office of the Directorate of TE & SCERT

01	Name of the Manpower Service Provider							
02	Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes etc. The bidders shall take in to account the expenses to be incurred and statutory dues (Income tax, TDS @ 2% from gross bill etc.) while quoting the service charge.							
Sl.No.	Manpower type	Monthly Rate per Person						
		Take home Remuneration (Net)	EPF 12%	ESI 4.00%	Other statutory dues if any	Service Charge	GST	Total per person (gross)
01	Technical Coordinator	Rs.15837.00						
02	Skilled (as per Labour Department Circular No.6078 dated 19.10.2022)	Rs.423.00 per day						
03	ICT Instructor	Rs.8988.00						

Date

Signature of authorized person with seal

Place

Full Name

Telephone No/Mobile No.

E-mail ID

Note :

- 1) The total rates quoted by the Service Provider should be inclusive of all statutory / tax liabilities in force at the time of entering into 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.
- 3) The bids with NIL, or very Low Service charge can be treated as "Non responsive Bid".

TERMS AND CONDITIONS

GENERAL

- 1) The Agreement shall commence from 16.01.2023 and shall continue till 15.01.2024 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- 2) The Agreement shall automatically expire on 15.01.2024 unless extended further by the mutual consent of the Manpower Service Provider and 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 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 organizations by whatever name be called without the prior written consent of the Authority.
- 5) The office of Director, TE & SCERT at present, has tentative requirement of outsourced employees on urgent basis for day to –day office work and house orderly. The requirement of the TE & SCERT may further increase or decrease 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 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 anytime during the period of contract after giving 15 days' notice to the Manpower Service Provider.
- 8) The Person deployed will be called on holidays to attend duty if required in case of urgency.
- 9) The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Odisha TE & SCERT so that

optimal services of the persons deployed could be availed without any disruption.

- 10) The entire financial liability in respect of manpower services deployed in TE & SCERT shall be that of the Manpower Service Provider and the TE & SCERT will not 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 TE & SCERT
- 11) For all intents and purposes, the Manpower Service Provider shall be the "Employer" within 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 TE & SCERT.
- 12) The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority of 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 TE & SCERT and an authorized representative of the Manpower Service Provider.
- 13) The TE & SCERT 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.
- 14) 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
- 15) 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.
- 16) The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules an acts. Undertaking from the person deployed to this effect shall

be required to be submitted by the Manpower Service Provider at the time of commencement of such deployment.

- 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 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.
- 18) The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 19) The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

- 20) 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. They shall not commit any mischief in any form with the judicial case records, documents, registers and files of the Tribunal. 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.
- 21) The Manpower Service Provider shall be responsible for compliance of all statutory provisions to minimum wages payable to different types of worker in respect of the persons deployed by it in the TE & SCERT. The TE & SCERT shall have no liability in this regard.
- 22) The Manpower Service Provider shall also be liable for depositing all taxes, levies Cess etc. on account of service rendered by it 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 this Directorate as and when required.

- 23) The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the TE & SCERT or any other authority under law.
- 24) 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 a certificate to this effect shall be provided by the TE & SCERT.
- 25) In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the TE & SCERT is put to any loss / obligation, monetary or otherwise, the TE & SCERT 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.
- 26) The Agreement is liable to be terminated because of non-performed deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues, The TE & SCERT will have no liability toward 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 TE & SCERT by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

- 27) The Technical Bid should accompanied with the Earnest Money Deposit (EMD), refundable without interest of Rs.8000/- (which is 0.5% of the contract value) in the form of Demand Draft Drawn in favour of the TE & SCERT, Bhubaneswar failing which the tender shall be rejected out-rightly.
- 28) 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 interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 10 days from the date of placing the order, the (EMD) shall stand forfeited without giving any further notice.
- 29) The successful tenderer will have to deposit a Performance Security Deposit of Rs.1,00,000/- (Rupees One Lakh Only) + Statutory Dues if any (i.e one month employee cost including statutory dues) Only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority covering the period of agreement before commencement of the contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenderers. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
- 30) 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.
- 31) The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the TE & SCERT, Bhubaneswar in respect of the person deployed and submit the same to the prescribed authority within the 3'd day of the succeeding month. As far as possible the payment will be released within the 1st week of succeeding month.
- 32) The claims in bills regarding Employees State Insurance, Provident Fund and GST etc., should be necessarily accompanied with documentary pro of 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 TE & SCERT.

- 33) The amount of penalty calculated @ 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 the monthly bills in the succeeding month.
- 34) 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.
- 35) 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 TE & SCERT for his decision and his decision shall be binding in all parties.
- 36) All disputes shall be under the jurisdiction of the court at the place where the head quarter of the authority, who has executed the agreement, is located.
- 37) The successful bidder will enter into an agreement with the TE & SCERT for supply of suitable and qualified Manpower as per requirement of the TE & SCERT, Bhubaneswar on the above terms and Conditions.

DOCUMENT 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 the Agency for the last three years.
4. Attested copy of Aadhar / PAN / GIR Card
5. Attested copy of the latest IT return filed by agency
6. Attested copy of GST Registration certificate
7. Attested copy of the E.P.F registration letter / Certificate
8. Attested copy of the 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 pages in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Authorization Certificate of Agency
13. Copy of documents of experience in supplying manpower services to Government Departments / Offices dealing with office related works.