

NABAKRUSHNA CHOUDHURY CENTRE FOR DEVELOPMENT STUDIES
Bhubaneswar-751013, Odisha

(ICSSR Research Institute in Collaboration with Govt. of Odisha)

DETAILS OF TENDER CALL NOTICE

Tender notice for award of contract for providing cleaning personnel through service provider. Sealed tender are invited from reputed Manpower Agencies/Service Providers to provide the manpower service of cleaning personnel through a suitable agency on contract basis for Nabakrushna Choudhury Centre for Development Studies (NCDS), Bhubaneswar.

- A. Tender documents may be download from NCDS Website, <https://ncds.nic.in>
- B. Date and time for opening of
 - (i) Technical bids _____.
 - (ii) Financial bids of eligible bidders _____.

The last date and time for submission of tender documents is 15.07.2021.

SECRETARY

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Nabakrushna Choudhury Centre for Development Studies (NCDS), Odisha, Bhubaneswar requires the services of reputed, well established and financially sound manpower service provider to provide cleaning personnel on contract basis for day to day.
2. The contract for providing the aforesaid manpower is likely to commence from _____ . The period of contract may be further extended beyond one year provided the requirements of NCDS for manpower persists at that time or may be curtailed/ terminated before one year owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in NCDS requirements. NCDS, however, reserves right to terminate this initial contract at any time after giving 3 months notice to the selected service providers.
3. NCDS has tentative requirement for three numbers of cleaning personnel.
4. The interested manpower service providers may submit the tender documents complete in all respect to the Secretary, NCDS, Bhubaneswar by 15.07.2021.
5. The various crucial dates relating to tender for providing manpower services to the NCDS as cited as under:
 - (a) Date of timing for opening of
 - (i) Technical Bid _____
 - (ii) Financial Bid of eligible tender and selection _____
 - (b) Likely date for commencement of deployment of _____
required cleaning personnel
6. The tender has been invited under two bid systems i.e. Technical bid and Financial bid. The interested agencies are advised to submit two separate sealed envelope super scribing 'Technical bid for providing manpower services to NCDS' and Financial bid for providing 'Manpower services to NCDS'. Both sealed envelope should be kept in a third sealed cover envelope super scribing 'Tender for providing Manpower Services to NCDS'.
7. The successful tenders will have to deposit a security amount of Rs. _____ (one month employees cost including statutory due) in the form of Fixed Deposit Receipt (FDR) made in the name of the Manpower Service Provider, but hypothecated to the Secretary, NCDS, Odisha, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
8. The tendering Manpower Service Providers are required to enclose self certified photocopies of following documents along with Technical bid, failing which their bid shall be summarily or out rightly rejected and will not be considered any further.
 - (a) Registration Certificate of the applicant organization.
 - (b) Copy of the PAN Card/GIR Card.
 - (c) Copy of the I.T. Return filed for the last three financial years.
 - (d) Copies of EPF and ESI Certificate.
 - (e) Copy of GST Registration Certificate
 - (f) Certified extracts of the Bank Account containing transaction during last three years.
 - (g) Copy of Home Department, Government of Odisha License Certificate.

9. The conditional bids shall not be considered and will be outrightly rejected.
10. 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 initialized by the person authorized to sign the tender bids.
11. The Technical bids shall be opened on the scheduled date and time (at _____) on _____ in the office Conference Hall, NCDS, Bhubaneswar in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The competent authority of NCDS reserves its right to cancel/ reject the tender papers of any service providers who have been working under the NCDS, Bhubaneswar previously and found defaulter in compliance of Government Statutory Provisions, like EPS, ESI, TAX etc. by violating the official orders/ instructions communicated earlier.
13. The competent authority of NCDS reserves the right to cancel all bids without assigning any reason thereof.
14. The Technical Bid and Financial Bid should be submitted in separate envelopes superscribing, 'Technical Bid' and 'Financial Bid' above the envelope. The complete tender paper should reach the Secretary, Nabakrushna Choudhury Centre for Development Studies (NCDS), Bhubaneswar superscribing 'Manpower Service Provider for Cleaning Personnel' in the top of the envelope.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

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

- (a) They should be registered with the appropriate registration authority;
- (b) They should have at least three years' experience in proving manpower to Government Department, Public Sector companies/Bank etc;
- (c) They should have their own Bank Account
- (d) They should be registered with Income Tax and Service Tax Departments;
- (e) They should be registered with appropriate authorities under Employees' Provident Fund and Employees State Insurance Acts;
- (f) They should be obtained License certificate from the Home Department, Government of Odisha

APPLICATION – TECHNICAL BID

For providing Manpower Service i.e. (Cleaning Personnel) to NCDS

1. Name of Tendering Manpower Service Provider:
2. Name of the Proprietor/Partner/Director
3. Full Address of Registered Office:

Telephone No.:

Fax No.:

E-mail Address:

4. Full address of operating/Branch Office:

Telephone No.:

Fax No.:

E-mail Address:

5. Name & Telephone no. of Authorized Officer/
Person to liaise with Field Office(s):
6. Banker of the Manpower Service Provider
(Attach certified copy of statement of A/C
For the last three years)

Telephone no. of Banker:

7. PAN/GIR No.:
(Attach copy)
8. Service Tax Registration:
(Attach copy)
9. EPF Registration No.:
(Attach copy)
10. ESI Registration No.:

(Attach copy)

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

Financial Year	Amount (Rs. in lakh)	Remarks, if any
2018-19		
2019-20		
2020-21		

12. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

Sl. No.	Name of client, address, tel. & Fax No.	Manpower Services Provided		Amount of contract (Rs. in lakh)	Duration of	
		Type of Manpower provided	No.		From	To

13. Additional information if any:

(Attach separate sheet if required)

Date:

Signature of authorized person

Place:

Full Name

Seal

DECLARATION

1. I, Sri _____ 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.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

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 will 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:

Full Name

Seal

**APPLICATION – FINANCIAL BID
FOR PROVIDING CLEANING PERSONNEL TO NCDS**

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) and should also be inclusive of all statutory liabilities, taxes, levies, cess, other dues if any as per the Gazette Notification No.1112, dated 24.07.15 of Labour & E.S.I. Department, Govt. of Odisha.

Sl. No.	Manpower type	Monthly rate per person						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	GST	Total per person
1.	Cleaning Personnel							

Date:

Signature of authorized person

Place:

Full Name

Seal

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 as per provision.

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 duly certified by the competent authority and extra manpower shall be provided for each weekly day of rest.

NABAKRUSHNA CHOUDHURY CENTRE FOR DEVELOPMENT STUDIES (NCDS),
ODISHA, BHUBANESWAR-751013

GENERAL TERMS AND CONDITIONS

1. The Agreement shall commence from _____ and shall continue till _____ 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 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 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. NCDS at present has tentative requirement of 3 no. of Cleaning Personnel. The requirement of the NCDS 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 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 three months notice to the Manpower Service Provider.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the NCDS so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the NCDS shall be that of the Manpower Service Provider and NCDS 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 NCDS.
10. 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 relationship against the NCDS.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. NCDS shall, in no way, be responsible for settlement of such issues whatsoever.

12. NCDS 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.
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 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.
15. The person 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.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation and any other authorities as required by law and a copy of the registration certificate 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, 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 goodwill and enhance the image of the NCDS. 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. 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 relating to minimum wages payable to different types of worker in respect of the persons deployed by it in NCDS. NCDS 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 NCDS 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 NCDS.

23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of NCDS 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 Department or office concerned.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the NCDS concerned is put to any loss / obligation, monetary or otherwise, NCDS will be entitled to get itself reimbursed out of the outstanding bills or the 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-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues, NCDS 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 by theft is caused to NCDS by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Deposit.

FINANCIAL

27. The Earnest Money Deposit in respect of NCDS which do not qualify the Technical Bid (First stage)/ Financial Bid (Second comparative 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 from date of placing the order the EMD shall stand forfeited without giving any further notice.
28. The successful tenderer will have to deposit a security amount of Rs. _____ (One month employee cost including statutory due) in the form of Fixed Deposit Receipt (FDR) made in the name of the Manpower Service Provider but hypothecated to the Secretary, NCDS, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
29. In case of breach of any terms and conditions attached to this agreement, the Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
30. The Manpower Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by NCDS in respect of the persons deployed and submit the same to Secretary, NCDS 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.
31. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax and other requirement as per the prevailing law at that time 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 NCDS concerned.
32. The amount of penalty calculated @ Rs. _____ 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.

33. 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.
34. 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 at NCDS for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at Bhubaneswar.
36. The successful bidder will enter into an agreement with NCDS for supply of suitable and qualified persons as per requirement of NCDS on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid:
2. Copy of registration of Manpower Service Provider:
3. Certified copy of the statement of bank account of Manpower Service Provider for the last three years:
4. Copy of PAN/GIR Card
5. Copy of the latest IT return filed by Manpower Service Provider:
6. Copy of the Service Tax registration certificate:
7. Copy of the P.F. registration letter/certificate:
8. Copy of the E.S.I. registration letter/certificate:
9. Copy of the Home Department, Govt. of Odisha License Certificate:
10. Documents in support of the Financial Turnover of the Manpower Service Provider:
11. Documents in support of entries in column 12 and 13 of Technical Bid application:
12. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the Manpower Service Provider in token of their acceptance:

ORIGINAL DOCUMENTS OF THE COPIES SUBMITTED WITH TECHNICAL BID WILL BE VERIFIED AT THE TIME OF OPENING THE TECHNICAL BID.

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

List of Manpower shortlisted by Manpower Service Provider for deployment in NCDS containing full details i.e. date of birth, marital status, address, educational qualification, Id proof etc.

Bio-data of all persons.

Any other document considered relevant.