



**OFFICE OF THE  
NOTIFIED AREA COUNCIL, BALLIGUDA,  
KANDHAMAL**

Email Id.-conacballiguda@yahoo.in

No. 1320

Date 14.08.18

**TENDER CALL NOTICE**

Sealed tenders are invited from the registered firms / Entrepreneurs / NGOs / Private Companies to provide manpower to the Office of the NAC, Balliguda under Skilled, Semi-skilled, unskilled categories, so as to reach before the undersigned by 5.00 PM on dated 05.09.2018 through speed post / regd. Post/ courier, which will be opened on dt. 06.09.2018 at 11.00 AM in the office of the NAC, Balliguda in the presence of available bidders or their authorized representatives. The period of contract is up to March 2020 since the commencement of agreement & further extendable based on satisfactory completion of contract every year on mutual accepted terms & conditions. Detailed Tender Call Notice can be downloaded from kandhamal district's web portal, i.e. [www.kandhamal.nic.in](http://www.kandhamal.nic.in)

The authority reserves the right to cancel any or all tenders / reduce the contract period without assigning any reason thereof.

S/-  
Executive Officer,  
NAC, Balliguda

Memo No 1321 Date 14.08.18

Copy submitted to the Director, Municipal Administration-cum-Ex-Officio Additional Secretary to Govt., H & U.D. Department, Odisha. Bhubaneswar for favour of kind information.

S/-  
Executive Officer,  
NAC, Balliguda

Memo No 1322 Date 14.08.18

Copy submitted to the Collector, Kandhamal/Project Director, DUDA, Kandhamal/Sub-Collector, Balliguda/PA, ITDA, Balliguda/ Tahasildar, Balliguda/ BDO, Balliguda for favour of kind information with a request to display a copy of this notice in their office notice board for wide circulation.

S/-  
Executive Officer,  
NAC, Balliguda

Memo No 1323 Date 14.08.18

Copy to Office Notice Board for wide publication and for information and necessary action of all concerned.

S/-  
Executive Officer,  
NAC, Balliguda

Memo No 1324 Date 14.08.18

Copy to the Advertising Manager, The Dharitri with a request to publish the notice in their daily news paper for one day and to submit the bill limited to Rs. 2,500/- (including GST) in duplicate for payment.

S/-  
Executive Officer,  
NAC, Balliguda

Memo No 1325 Date 14.08.18

Copy to the District Informatics Officer, NIC, kandhamal, Phulbani with a request to publish the notice in the District Web Portal.

S/-  
Executive Officer,  
NAC, Balliguda

**TENDER FOR SUPPLY OF MANPOWER  
AT  
BALLIGUDA NAC  
BALLGUDA**

Tender Call Notice No. : .....1320

Issue Date : .....14.08.18

**NOTIFIED AREA COUNCIL  
BALLIGUDA**

Email- [eonacballigda@yahoo.in](mailto:eonacballigda@yahoo.in), Ph – 06846-243049

## TENDER NOTICE

1. Notified Area Council, Balliguda invites sealed tenders in two-bids (1. Technical & 2. Financial) format from Firm / Agencies having relevant experience for providing manpower under Skilled, Semi-skilled, Unskilled categories. The period of contract is initially for the period up to March 2020 and further extendable based on satisfactory completion of contract every year on mutually accepted terms and conditions.
2. Tender document is available at the website <http://www.kandhamal.nic.in/>. Tenderer shall be required to deposit earnest money (EMD) for an amount of Rs 5,000/- (Rupees Two Thousands only) refundable and non-refundable tender fee for an amount of Rs.1,500/- (Rupees One thousand five hundred only) by way of demand draft from a nationalized bank drawn in favour of " Executive Officer, NAC, Balliguda " payable at Balliguda . The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid. Earnest money deposit shall be forfeited if the tenderer withdraws its bid during the period of tender validity.
3. Offers in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in pen ink or ball pen. Use of pencil will be ignored. The relevant supporting documents as mentioned or required should be enclosed along with the offer.
5. Technical & financial bid envelopes should be individually sealed and then placed in a third envelope to be sealed and super scribed with tender call notice number, due date of submission. Bids received beyond last date of bid submission will be rejected. No tender will be entertained by E-mail / FAX. The tender shall be submitted through RP/Speed Post/Courier in a sealed envelope bearing the following reference on the top left corner: " Tender Notice No.:..... 1320/14.08.18 ..... " latest by **5<sup>th</sup> September 2018 at 5.00 PM** and addressed to: "The Executive Officer , Notified Area Council, Balliguda – 762103 " .
6. At any time prior to the deadline for submission of bids, NAC, Balliguda may, for any reason at its own initiative modify the tender document by amendment.
7. The amendment will be published on the office notice board of Balliguda NAC. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, Balliguda NAC may, at its discretion extend the deadline for the submission of tender.
8. Technical bid will be opened on **6<sup>th</sup> September 2018 at 11 A.M.** at Balliguda NAC office in the presence of the tenderer or their authorized representative, who are present at the scheduled time & date.

and time of opening of financial bids will be decided after technical bids have been evaluated by Balliguda NAC. Financial Bids of only those Tenderers will be opened, who

qualify the eligibility criteria, on the specified date and time. The date, time & place of opening of the financial bids will be intimated to the bidder by e-mail in due course of time.

9. In the event of the due date of receipt and opening of the tender(s) being declared as holiday for the Institute, then due date of receipt / opening of the Tender will be the next working day at the same time.

10. The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

11. Any amendment and / or addition made to the tender are not permissible after opening of the tender, incomplete tender(s), will be rejected.

12. Balliguda NAC reserves the right to reject any or all tender(s), wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

### 13. Eligibility Criteria:

Agencies fulfilling the following requirements shall only be eligible to apply:-

(a) Only licensed manpower supplier's agency (Labour Contractor) shall be eligible to apply. Self-attested valid registration copy must be enclosed with technical bid.

(b) Tenderer should have experience of at-least 2 years to supply the manpower to the Government / Semi Government / PSU Institutions / organizations for the various jobs. At least one latest copies of satisfactory work completion certificate from the above clients must be enclosed with technical bid.

(d) Tenderer should have valid GST, EPF & ESI registration certificate & PAN also.

(g) The tenderer has not been debarred and / or blacklisted by any Central Government and / or any State Government Department(s) and / or any PSU and the tenderer should not have any litigation in any of the labour court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs 10/- duly notarized, shall be enclosed with the technical bid.

(h) The contractor must have at least 1 year running contract with any Government/Semi Government /PSU organisation before tender date.

(i) Other documents as per Appendix-A.

### 14. Earnest Money Deposit

The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of performance security after award of contract and execution of the agreement. Earnest money deposit of the successful tenderer shall be forfeited, if one refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame as specified by Baliguda NAC. After the award of the contract to successful tenderer, the earnest money deposit of all other tenderer(s) will be refunded within 30 day whose offers have not been accepted.

## **15. Evaluation:**

### **15.1 Technical Bid:**

- (a) The Technical bid will be in the format enclosed with tender as **Appendix - A** in separate sealed cover. All the self-attested supporting documents should be attached with the Technical bid.

### **15.2 Financial Bid :**

- (a) The financial bid will be in the format enclosed with tender as **Appendix - C** in separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.

(b) The Bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. Tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

- (c) GST or any other taxes will be paid extra as applicable.

(d) The financial bids shall be opened for those bidders who qualify after the evaluation of Technical bid. It shall be evaluated on the basis of Service Charge quoted by tenderer(s). The bidder who has quoted lowest service charges will be selected. However the service charge quoted should be practical. Bidder with impractically low service charges is liable to be rejected.

**16. Award of Contract:** After due evaluation of the financial bids, Balliguda NAC will award the contract to the lowest tenderer (hereinafter referred to as the "Contractor").

**17. Commencement of Contract:** The contractor shall commence the work on receipt of letter of intent (LOI) / work order which shall be accepted by the contractor within not more than 10 days from the date of receipt of letter of intent (LOI) / work order.

### **18. Performance Security**

(a) The contractor shall be required to furnish a Performance Security on or before contract commencement for an amount equal to one month's agreement value in the form of irrevocable bank guarantee issued by any nationalized bank in prescribed format.

(b) The performance security, as furnished by the tenderer, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between Balliguda NAC and the Contractor.

(c) In case the period of contract is extended further by Balliguda NAC in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the contract obligations of the contractor for the extended period.

(d) Failure of contractor to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / performance security.

**19. Termination of Contract:** Balliguda NAC reserves the absolute right to terminate contract

(a) If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Balliguda NAC.

(b) If the Contractor fails to perform any of the obligation(s) under the contract.

(c) If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and performance security issued to Balliguda NAC compensation shall be forfeited without any claim whatsoever on Balliguda and the contractor shall be liable for action as appropriate under the extant laws.

(d) The contractor is not eligible for any or claims in the event of such cancellation.

**20. Contractor's Obligations:**

(a) Contractor shall provide the manpower for the period up to March 2020 to Balliguda NAC.

(c) The decision of Balliguda NAC w.r.t. to the requirement of manpower deployment shall be final.

(d) Contractor needs to submit the police verification of manpower deployed for the services in Balliguda NAC and shall remain responsible for good conduct of his employee.

(e) Contractor needs to submit the fitness certificate of manpower deputed for the services in Balliguda NAC from Medical Officer of the Govt. Hospitals.

(f) The contractor will be required to submit the certificate, duly certified by the bank manager giving the details of wages of deployed manpower for the preceding month, deposited in manpower account. The certificate must be submitted with monthly reimbursement bill as proof of (manpower wages) payment for which the reimbursement is claimed.

(g) The contractor would ensure that the payment to the manpower are in strict observance with Minimum Wages Act & all statutory provision of the Government and shall be made on or before 7th day of every month, through RTGS mode only. There should be no linkage between manpower payment and settlement of contractor's bill from Balliguda NAC.

(h) Reimbursement of Wages will be restricted to the minimum wages as fixed by the Odisha Govt. from time to time or as the wages fixed by Balliguda NAC as the case may be with all the dues like EPF & ESI throughout the contract tenure. Any violation shall attract the cancellation of contract and legal action as per Laws.

(I) The Contractor will submit the pre-receipted duly stamped printed bills on prescribed format for reimbursement of wages paid to the manpower deployed under the contract in duplicate for preceding month.

Each monthly bill must accompany the:

- (a) List of manpower deployed at Balliguda NAC.
- (b) Duration of their engagement, duly verified by the concerned authority of Balliguda NAC.
- (c) Satisfactory work completion certificate, issued by concerned authority of Balliguda NAC.
- (d) Certificate of RTGS transfer of wages, issued by the Bank Manager.
- (e) Copies of authenticated documents for payment of ESI, EPF & other legal dues contribution to such manpower.

21. The contractor shall abide by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The contractor shall indemnify Balliguda NAC from any claims in this regard.

#### **22. Balliguda NAC's Obligations:**

(a) Balliguda NAC on the receipt of the bill will check all records and there after process the bill for payment. Institute will reimburse the amount to the contractor within 10 working days from the date of the submission / or verification of bill.

(b) Balliguda NAC will only reimburse the minimum wages and statutory obligations like EPF & ESI paid in the bill for monthly reimbursement.

(c) Income Tax and other statutory levies as applicable from time to time will be deducted at the source from the bill's of contractor.

(d) GST as payable shall be reimbursed by Balliguda NAC.

#### **23. Terms & Conditions:**

a) Firm/company must ensure that no litigation is in process.

b) Any losses sustained by Balliguda NAC due to negligence of contractor's services in the form of any loss / damage of property, will be recoverable from the contractor, as the money value shall be estimated by Balliguda NAC. The decision of Balliguda in this regard will be final and binding on the contractor.

c) The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

- d) Any action on part of tenderer to influence any Officer of Balliguda NAC or canvassing in any form shall make the tender liable for rejection.
- e) If in the opinion of the Balliguda NAC authorities, the performance of any of manpower deployed is not satisfactory or he / she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he / she should be replaced immediately.
- f) Firm/Company shall ensure that detailed Standard Operating Procedure (SOP) is followed while enrolling candidates.
- g) Manpower deployed by the contractor shall be an employee of the contractor and contractor will be solely responsible for any claim whatsoever arise against any service covered under the contract. The manpower deployed shall have no claim for any absorption in regular or other capacity in Balliguda NAC.
- h) Balliguda NAC shall not be responsible or liable under any laws / or rules or in any case that is in force or that may come in force from time to time in respect of the claim raised by manpower deputed by the contractor.
- i) It will be the prime responsibility of the contractor to provide a suitable substitute to Balliguda NAC if any manpower is absent from duties.
- j) If any injury is caused to any manpower by accident arising out of and in the course of his deployment, contractor shall be liable to pay compensation in accordance with the provisions of Laws (as applicable). Balliguda NAC shall not be subjected to own any responsibility under the provisions of any such Act, Laws or Rules.
- k) Balliguda NAC is a No Smoking Zone. The Contractor should ensure that the worker engaged Do Not Smoke while working. The Contractor shall ensure that such manpower do not indulge in intoxication/addiction while performing their duties in Balliguda NAC. The Contractor shall ensure that such manpower shall not play cards or indulge in any sort of Gambling while working and executing their duties in terms of the Contract.

#### **24. Arbitration:**

(a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, Balliguda NAC and the Contractor will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by Balliguda NAC.

(b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Balliguda. The decision of the Arbitrator shall be final and binding on both the parties.

#### **25. Jurisdiction:**

The court(s) at Balliguda alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Balliguda court shall have jurisdiction in the matter.

## Appendix-A

### Format for Technical Bid (on letter head)

(All the documents must be self- attested)

Sl. No	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)
1	Name , Address, Mobile No & E mail ID of Tenderer with complete contact details	
2	Type of Organization (whether proprietorship, partnership, private limited, limited company)	Registration certificate to be enclosed
3	Name & Address of the Directors/Proprietor/Partners	
4	Year of formation of the company. Copy of registration shall be enclosed.	Copy enclosed : Y/N
5	Details of registration as a Manpower supplying agency/ licensed labour supplier	Copy enclosed : Y/N
6	Year of experience. certificate of at least 2 (two) years from any govt. organization/PSU/ULB	Copy enclosed : Y/N
7	Name of one running contract client	Copy enclosed : Y/N
8	Income Tax return for the last 2 financial year ( attach copies)	Year wise copy enclosed : Y/N
9	Audit Report for the last 2 financial year ( attach copies)	Year wise copy enclosed : Y/N
10	Details of valid registration with statutory Authorities like EPFO and ESIC, etc (attach copies).	EPF Registration No: Copy enclosed : Y/N EPF Registration No: ESI enclosed :Y/N
11	GST Registration No	Copy enclosed : Y/N
12	PAN Number No	Copy enclosed : Y.N
13	Details of Tender Document Fee & EMD Bid Cost DD No & Date EMD DD No & Date	DD enclosed : Y/N
14	An affidavit on Non- judicial stamp paper of Rs.10/-duly notarized saying the tenderer has not been debarred and / or blacklisted by any Central Government and/ or ,any state Government. Department (S) and / or any PSU and the tenderer have not any litigation in any if the labour court(s).	Copy enclosed ;Y/N
15	Any other Information	

#### Undertaking

- (a) I/we hereby certify that all the information furnished above is true to the best of my knowledge. I have no objection to Balliguda NAC verifying any or all the information furnished in this document with the concerned authorities, if necessary. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
- (b) I/we also certify that, I/we have understood the complete scope of work; all terms & conditions indicated in the tender document & completely accept all of them.

Seal & Signature of the Authorized Signatory

## Appendix B

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER (To be executed & attested by Public Notary / Executive Magistrate on Rs10/- non-judicial Stamp paper by the Tenderer)**

1. I/ We \_\_\_\_\_ (Tenderer) hereby declare that the Tenderer namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the Labour Court(s).
2. In case the above information found false, I / we are fully aware that the tender / contract will be rejected/cancelled by Balliguda NAC and EMD / Performance Security shall be forfeited.

DEPONENT

Attested:

Name & Address -

(Public Notary / Executive Magistrate)

### Appendix C

#### PROFORMA FOR FINANCIAL BID (on letter head)

S.No	Manpower Type with required qualification	Rate per person/month (Rs.) (8 hrs/day for 26days in a month)	EPF	ESI	Other statutory dues if any	Service charge per person (Rs.)	GST %	Remarks
1	Data Entry Operator (Skilled) (Any Graduate with DCA & minimum 1 yr of experience)	6872.00			As per Govt of Odisha rules			
2	Work Sarkar (Semi skilled)  HSC(10 <sup>th</sup> )	6352.00			As per Govt of Odisha rules			
3	Peon	5832.00			As per Govt of Odisha rules			

#### DECLARATION

I / We undertake that the payment to the employees will be made as per minimum wages rates prescribed by Govt. of Odisha from time to time under Minimum Wages Act and applicable statutory payments on account of EPF & ESI. We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

**Seal & Signature of the Authorised Signatory**