

OFFICE OF THE REGULATED MARKET COMMITTEE, MALKANGIRI

Letter No - 436 /19

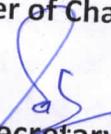
Date-16/9/19

TENDER CALL NOTICE

Sealed tenders are invited from eligible reputed Manpower Agencies / Service Providers to provide the service of two Data entry operator, one chemist in e-NAM Mandi of RMC Malkangiri at main market yard Malkangiri.

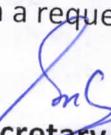
The details information for submission of Tender Document may be down loaded from the District Website – www.malkangiri.nic.in. The Tender Documents should reach to the office of the undersigned by 14.10.19 by speed post or registered post only.

By order of Chairman


Secretary 16/9/19
RMC, Malkangiri
Regulated Market Committee
MALKANGIRI
Dt. 16/9/19

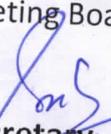
Memo No. 437 /2019

Copy submitted to the D.I.O. NIC, Malkangiri for information with a request to upload the notice in the District website.


Secretary 16/9/19
RMC, Malkangiri
Regulated Market Committee
MALKANGIRI
Dt. 16/9/19

Memo No. 438 /2019

Copy submitted to the General Manager Odisha State Agril. Marketing Board, Bhubaneswar for information.


Secretary 16/9/19
RMC, Malkangiri
Regulated Market Committee
MALKANGIRI

GENERAL INSTRUCTIONS FOR BIDDERS

1. The RMC Malkangiri requires the services of Manpower Service Providers to provide Services of, Data entry operator-02 and Chemist – 01 for e-NAM Mandi of Malkangiri RMC at main market yard Malkangiri.
2. The contract of providing the aforesaid manpower is likely to commence from the date of agreement up to one year. The Chairman RMC Malkangiri however, reserves right to terminate the contract at any time after giving one week's notice to the selected Service Provider.
3. (a) The Last Date of receipt of the Tender Documents: 14. 10. /19
(b) The date and time for opening of tender documents: 15. 10. /19, time 4.00 PM .
4. 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 RMC Malkangiri and "Financial Bid for Providing Manpower Services to RMC Malkangiri" both sealed envelopes should be kept in a third sealed envelope super scribing " Tender for providing manpower services to RMC Malkangiri.
5. The Renderer have to deposit an amt. of Rs. 1000/- (Rupees one thousand) only as paper cost non refundable. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees ten thousand) only refundable (without interest), must be accompanied with the Technical Bid of the Service Provider in the form of DD/ Pay order in favour of Secretary RMC Malkangiri, failing which the tender shall be rejected summarily. The EMD shall be refunded to unsuccessful bidder within a period of 15 days from the date finalization of Tender. In case of successful bidder the E.M.D. shall be adjusted with the security deposit.
6. The Tendering Manpower Services Provides are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the State Governments / Central Government), along with the Technical Bid failing which their bid 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 IT return filed for the last three financial years.
 - (d) Copies of EPF Certificate.
 - (e) Copy of the Service Tax registration certificate.
 - (f) Certified extracts of the Bank Account containing transaction during last three year.

7. All entries in the tender form should be legible and filled in 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.
8. The Technical bids shall be opened on the scheduled date and time at 04.00 PM on 15, 10, /2019 by a Committee in the office of Sub-Collector-cum-Chairman RMC Malkangiri in presence of the representative of the Manpower Service Providers, if any, who wish to present.
9. The Financial Bid of only those tenders will be opened who qualify the Technical Bid stage. The Financial Bids shall be opened at ~~11.00~~ 11.00 AM on 15, 10, 2019 by the Committee in the office chamber of Sub-Collector-cum-Chairman RMC Malkangiri, in the presence of the representative of the Manpower Service Providers, if any, who wish to be present.
10. The Chairman RMC Malkangiri reserves the right to accept or reject any or all bids or cancel the entire process without assigning any reason thereof.

Annexure – II

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. 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 two year's experience in providing manpower to Government Departments / Public Sector Companies / Bank, etc.
 - (c) They should furnish their own Bank Account.
 - (d) They should be registered with Income Tax and Service Tax Department.
 - (e) They should be registered with appropriate authorities under Employees Provident Fund.
 - (f) The Minimum annual turn-over of the company shall at least be 5 times of the present contract value.

Annexure – III

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL
MANPOWER SERVICE PROVIDER**

1. She / He should be above 21 year of age and not exceeding 40 years.
2. The minimum Educational Qualification for Data entry operator should be a any graduate with PGDCA / Computer knowledge.
3. The minimum Educational Qualification for Chemist should be B.Sc. (Chemistry).
4. The candidate shall have working knowledge of English and Odia.
5. The candidate shall have experience with on-line data entry work in odia web page.

APPLICATION – TECHNICAL BID

For Providing Data entry operation and chemical testing at e-NAM Mandi.

- 1 Name of the Tendering Manpower Service Provider _____

- 2 Details of Earnest Money` Deposit DD No. _____ Dated _____

- 3 Name of the Proprietor / Partner / Director _____

- 4 Full Address of Registered Office _____

- Telephone No. (with STD Code) _____ FAX No. _____
Mobile Phone No _____ E-mail Address _____
Full Address of Operating / Branch Office _____
- 5 PAN / GIR No. (Attach attest copy) : _____

- 6 Service Tax Registration No. (Attach attest copy) : _____

- 7 E.P.F. Registration No. (Attach attest copy) : _____

- 8 Financial Turnover of the tendering Manpower Service Provider for the last three financial year:

Financial Year	Amount (Rs. in Lakhs)	Remarks, if any

DECLARATIONS

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 and understood all the terms and condition 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 :

Place:

Signature of Authorized Person

Name :

Seal :

APPLICATION – FINANCIAL BID

For Providing Data entry operation and chemical testing at e-NAM Mandi.

- 1 Name of Tendering Manpower Service Provider _____

- 2 Rate per person per month (8 hour day) inclusive of all statutory liabilities taxes, levies, cess etc.

Sl.No	Manpower type	Monthly Rate per person				
		Take home remuneration	EPF (mandatory as per Govt. Norms)	Service Tax (mandatory as pe Govt. norms)	Service Charges	Total per person
1	2	3	4	5	6	7
1	Chemist					
2	Data entry operator					

N.B.the maximum amount to be paid to the Service Provider per person shall be Rs. 8880/- per month only.

Date :

Signature of Authorized Person

Place:

Name :

Seal :

Notes :

- 1 The rates on statutory payments like EPF & Service Tax etc. should be as per the Govt. norms.
- 2 The total rates quoted by the tendering agency should be inclusive of at statutory / taxation liabilities in force at the time of entering into the contract.

TERMS AND CONDITIONS

- 1 The Agreement shall commence from the date of agreement and shall continue till three months (_____) unless it is curtailed or deployed, breach of contract etc. or change in requirements.
- 2 The Agreements shall automatically expire on _____ 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 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 Sub-Collector-cum-Chairman RMC Malkangiri at present has tentative requirement of two Data entry operator and one Chemist for e-NAM Mandi.
- 6 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 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.
- 7 The Authority reserve the right to terminate the Agreement during initial period also after giving 7 days notice to the Manpower Service Provider.
- 8 The Manpower Service Provider shall submit the monthly engagement certificate of Man power, along with challan in support of deposit of EPF subscription and performance report of the concerned P.P.C. for subsequent release of remuneration by the Secretary RMC Malkangiri.
- 9 it will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the rate quoted in the financial bid adduce such evidence as may required by the Secretary RMC Malkangiri. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and entire Security deposit shall be forfeited.

- 10 The payment of remuneration to the Manpower have to be made through bank account only. No each cash payment can be them.
- 11 For all intents and purposes, the Manpower Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of Manpower so deployed. The person deployed by Manpower Service shall be not have claim whatsoever like employer and employee relationship against the Secretary RMC Malkangiri.
- 12 The Manpower Service Provider shall be responsible for the redressal of grievance or resolution of disputes to person deployed. The Secretary RMC Malkangiri shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievance of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before the Secretary RMC Malkangiri.
- 13 The Secretary RMC Malkangiri or office concerned shall not be responsible for any financial loss or any injury to any 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 or after expiry of the agreement.
- 15 In case of termination of this Agreement in its expiry or otherwise, the person deployed by Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 16 The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

- 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 contribution towards Provident Fund.
- 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. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed and action may be taken against the Manpower Service Provider.

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 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 In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Secretary RMC Malkangiri or the office concerned 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.
- 22 The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Secretary RMC Malkangiri shall not be liable towards non-payment of remuneration to the person 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 Sub-Collector-cum-Chairman RMC Malkangiri or officer concerned by the person deployed, the same shall be recovered from the bills or

Adjusted from the Performance security Deposit.

TECHNICAL

- 23 The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest in the form of demand draft / pay order drawn in favour of Secretary RMC Malkangiri failing which the tender shall be rejected.
- 24 The Earnest Money Deposit (EMD) in respect of the Agencies which do not qualify the Technical bid shall be returned to without any interest. In case of successful tenderer if the agency fails to deploy the required man power against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- 25 The successful tenderer will have to deposit a Security amount of Rs. 31,968/- in the form of Fixed Deposit Receipt (F.D.R.) pledged in favour of Secretary RMC Malkangiri covering the period of contract i.e. till _____.
- 26 In case breach of any terms and conditions, the performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited beside annulment of the Agreement.
- 27 Successful bidder shall sponsor the list of candidates to the Secretary RMC Malkangiri scrutiny with reference to qualification as per legibility. Preference must be given to local candidates.
- 28 The successful bidder will enter into an agreement with Secretary RMC Malkangiri.
- 29 The Sub-Collector-Cum-Chairman RMC Malkangiri shall be the Appellate Authority for any dispute arising out of the agreement.
- 30 The deployed of man power by the successful Manpower Service Provider to the e-NAM Mandi at main market yard Malkangiri shall be subject to approval by the Sub-Collector-cum-Chairman Malkangiri.

DOCUMENT TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid completed in all respect and duly signed by the tenderer.
2. Attested copy of registration of agency.
3. Certified copy of the statement of Bank account of agency for the last three year.
4. Attested copy of PAN / GIR Card.
5. Attested copy the IT return filed by agency.
6. Attested copy of service Tax registration certificate.
7. Attested copy of the P.F. registration letter / certificate.
8. Certified document in support of the financial turnover of agency.
9. Certified document in support of entries under Para 8 of Technical Bid application.
10. Copy of the terms and conditions at pages 9 to 12 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower short listed by agency for deployment along with their bio-date which is subject to approval by the Chairman RMC Malkangiri.
2. Any other document considered relevant.