

GOVERNMENT OF ODISHA
OFFICE OF THE ASSISTANT DRUGS CONTROLLER, GANJAM CIRCLE,
BERHAMPUR.
TENDER CALL NOTICE

Advt. No. 01 /-ADC/Ganjam/22-23

Dated.18.03.2023.

Sealed Tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of Peon-cum-Packer (One no.) for engagement on outsourcing /contract basis for day-to-day office work. The detailed information for out sourcing will be made as per F.D. Circular No. 49134/F dated 29.11.2010., F.No-42284/F Dt.26.09.2011 & F.N0.37323 Dt.30.11.2018. The detailed information for out sourcing the services of aforesaid post may be obtained in person/by post from the office of the undersigned at: Ganesh Nagar. 3rd Lane, Near Neelakantha Nagar, Housing Board, Berhampur-2, Dist- Ganjam on payment of Rs 100/- (Rupees hundred only) in shape of Banker's Cheque/Draft drawn in favour of **"The Asst. Drugs Controller, Ganjam Circle, Berhampur. "** on any working day between 11 A.M to 4 P.M. The last date and time for submission of Tender document is 4th April 2023 by 5 p.m.

Sd/-
Asst. Drugs Controller, Odisha,
Ganjam Circle, Berhampur.

GOVERNMENT OF ODISHA
OFFICE OF THE ASSISTANT DRUGS CONTROLLER, GANJAM CIRCLE,
BERHAMPUR.
Tender Document

For providing services of one Peon-cum-Packer to the
O/o the ASSISTANT DRUGS CONTROLLER, GANJAM CIRCLE, BERHAMPUR.
by a private manpower service provider

1. Period of issue of Tender Document : 20th March. 2023.

2. Date and Time for submission of
Tender Documents : 4th April 2023 up to 5 p.m.

3. Date and Time for opening of
 - i. Technical Bids : 5th April 2023 at 03.00 p.m.
 - ii. Financial Bids of
eligible Bidders : 5th April 2023 at 04.30 p.m.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The O/o the Asst. Drugs Controller, Odisha. Ganajam Circle, Berhampur requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Peon-cum-Packer on outsourcings basis for day-to-day official work.
2. The contract for providing the aforesaid Manpower is likely to commence from financial year 2023-24.(April-2023). The period of contract may be further extended beyond 12 months, provided the requirement of the office for Manpower persists at that time or may be curtailed / terminated before Contract Period owing to deficiency in services or substandard quality of Manpower deployed by the selected Service Provider or because of change in the office's requirements. The office, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider. However the terms of contract shall be governed by the guidelines/instructions of the State Govt. from time to time.
3. This office has tentative requirement for 1 (one no.) Peon-cum-Packer.
4. The interested Manpower Service Providers may submit the Tender Document complete in all respects along with Earnest Money Deposit (EMD) of Rs 200/- (Rupees Two Hundred only) and other requisite documents by 4th April 2023 up to 5 p.m. at O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur, 760002.
5. The various crucial dates relating to "Tender for Providing Manpower Services to the O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur" are cited as under:
 - a. Period of issue of Tender Document : **20th March 2023**
 - b. Date and Time for submission of
Tender Documents : **4th April 2023, 5 p.m.**
 - c. Date and Time for opening of
 - i. Technical Bids : **5th April 2023 at 03 p.m.**
 - ii. Financial Bids of eligible
Bidders : **5th April 2023 at 04.30 p.m.**

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	Page Number
1	Scope of work and general instructions for service bidders	
2	Technical specifications for the Service Provider and the Manpower to be deployed in the Department by the Service Provider	
3	Tender Application-Technical Bid	
4	Tender Application-Financial Bid	
5	Terms and Conditions	
6	Chronological order for arrangement of Documents	

6. 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 O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur” and Financial Bid for providing Manpower Services to O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur,”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for Providing Manpower Services to O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur.
7. The Earnest Money Deposit(EMD) of Rs. 200/- (Two Hundred only), refundable(without interest), must be accompanied with the Technical Bid of the Service Provider in the form of Demand Draft/Pay Order drawn in favour of The O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur **failing which the tender shall be rejected summarily.**
8. The successful bidder will have to deposit a performance Security Deposit of Rs 500 (Rupees Five hundred only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of “The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur” covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to accordingly renewed by the successful tenderer.
9. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Gazetted Officer/Notary Public of the State Government/Central Government) along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:
 - a) Registration certificate of the applicant / organization.
 - b) Copy of PAN/GIR Card
 - c) Copy of IT return filed for the last three financial years
 - d) Copies of EPE and ESI certificate
 - e) Copy of the Service Tax Registration Certificate
 - f) Certified extracts of the Bank Account containing transactions during the last three years
10. The conditional bids shall not be considered and will be out rightly rejected in very first instance
11. 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 initialed by the person authorized to sign the tender bids.
12. The technical bids shall be opened on the scheduled date and time at 03.00 p.m. on 5th April 2023 in the office chamber of the O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur in presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur reserves the right to annul all bids without assigning any reason.

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 State of Odisha. Besides the Manpower Service Provider should provide the name, designation and contact number of the person to liaise with this office.
 - b) They should be registered with the appropriate Registration Authority
 - c) They should have at least three year 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
 - g) They should have any other regulatory clearance (as appropriate to the State of Odisha) that may be required for providing manpower services

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

By the successful manpower service provider in the
O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur

- 1) He/She should be above 18 years of age and not exceeding 40 years
- 2) The minimum educational qualification for Peon-cum-Packer will be 10th pass

APPLICATION – TECHNICAL BID

For providing Manpower Services to
O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur,

1. Name of tendering Manpower Service Provider: _____
2. Details of Earnest Money Deposit: DD 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 if any : _____

Telephone No. _____
Fax No. _____
e-mail Address _____
6. Name and Telephone no. of Authorized Officer/Person to liaise with office : _____
7. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of A/c for the last one year) _____
Telephone No. of Banker : _____
8. PAN/GIR No. : _____
(Attach attested copy)
9. Service Tax Registration No : _____
(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 three Financial year

Financial Year	Amount (Rs Lacs)	Remarks, if any
2020-21		
2021-22		
2022-23		

13. Additional information, if any:
(Attested separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Services Provider during the last one year in the following format
(If the space provided is insufficient, a separate sheet may be attached):

Sl. No.	Name of the Client Address, Telephone & Fax No.	Manpower Services Provided		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of Manpower Provided	No.		From	To

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/Authorised 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.

Date:

Place:

Signature of Authorized Person

Full Name:

Seal:

APPLICATION-FINANCIAL BID

For Providing Manpower Assistance to
O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur.

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:

SL. No.	Manpower Type	Monthly Rate per person						
		Take home Remuneration	EPF	ESI	Other Statutory dues if any	Service Charges	Service Tax	Total per person
1.	Peon-cum-Packer							

Date:

Place:

Signature of Authorized person
Full Name:
Seal:

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 manpower.

TERMS & CONDITIONS

General

1. The agreement shall be initially for a period of one year 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 after one year from the date of initial services 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. The office, at present, has tentative requirement of one number of Peon-cum-Packer on urgent basis. The requirement of the office may further increase or decrease, marginally, during the period of initial contract also and the tenderer would have to provide additional Manpower Service, 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 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 during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work at 10.00 a.m. to the O/o The Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur or such other Offices as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 p.m. and may also be required to work beyond 5.00 p.m. for which he/she 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..
9. The person deployed may be called on holidays to attend duty and shall be paid extra Remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the office so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the office or Office concerned shall be that of the Manpower Service Provider and the Office 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 this Office.
12. 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 this Office.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The office 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 office and an Authorised representative of the Manpower Service Provider.

14. The Office shall not be responsible for any financial loss or any injury to any person 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. 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.
16. In case of termination of this Agreement after 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.
17. The person deployed shall not claim any benefit or compensation or absorption or regularisation 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.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
19. 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 responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against him / her.
21. 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 this office. The Manpower Service Provider shall be responsible for any indiscipline on the part of the persons deployed.

Legal

22. The persons deployed shall, during the course of their work may 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.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works in respect of the persons deployed by it in the office. The Department or Office concerned shall have no liability in this regard.
24. 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 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 Department or Office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the office or any other Authority under Law.
26. 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 Office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office is put to any loss/ obligation, monetary or otherwise, the office 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.

28. 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 Office 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 is caused to the Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
29. The Technical Bid should be accompanied with an Earnest Money Deposit(EMD), refundable without interest, of Rs. 200/- (Rupees Two hundred only) in the form of Demand Draft/Pay Order drawn in favour of the Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur. The tender shall be rejected outrightly.
30. The Earnest Money Deposit in respect of the Agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive state) 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 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
31. The successful Tenderer will have to deposit a security amount equivalent to one month employee cost including statutory dues, in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur 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.
32. The successful tenderer will have to deposit a Performance Security Deposit of Rs 500/- (Rupees five hundred only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority 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 tenderer. The amount of Performance Security Deposit is to be determined by the Authority taking into account the contractual obligation of the Manpower Service Provider.
33. 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.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office 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 succeeding month.
35. 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 amount. 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 this Office.
36. 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.
37. 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.
38. 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 same shall be binding on both the parties.
39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the Authority i.e Berhampur, who has executed the agreement, is located.
40. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on the above Terms and Conditions.

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 the Agency.
6. Attested copy of Service Tax Registration Certificate.
7. Attested copy of the 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 **4 (Four)** 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 the Asst. Drugs Controller, Odisha. Ganjam Circle, Berhampur containing full details i.e. Date of Birth, Marital Status, Address, Educational Qualification etc.
2. Bio-data of all persons.
3. Any other documents considered relevant.