

**Agricultural Promotion and Investment Corporation of Odisha Limited
(APICOL), Baramunda, Bhubaneswar-751030**

Tender Document

For providing Services of Finance Executive, Asst. (Computer Operation), Office Asst., Accts. Asst., Steno, Driver, Messenger, Gardener, Security Guard and Class-IV to APICOL by a Private Manpower Service Provider

- (a) Period of issue of Tender Document : All working days from
11/03/2019 to 23/03/2019
- (b) Date and time for submission of Tender Document : Last date **25/03/2019** upto 3 PM
- (c) Date and time for opening of
- (i) Technical Bids : **29/03/2019** at 3.00 P.M.
- (ii) Financial Bids of eligible Bidders : **05/04/2019** at 3.00 P.M.
- (d) Likely date for commencement of deployment of required manpower : **01/05/2019**

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Agricultural Promotion and Investment Corporation of Odisha Ltd., (APICOL) Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide manpower services of Finance Executive, Asst. (Computer Operation), Accts. Asst., Office Asst., Steno, Driver, Messenger, Gardener, Security Guard and Class-IV on contract basis for day to day official work of the Corporation.
2. The contract for providing the aforesaid manpower is likely to commence from **01/05/2019** and would continue till **30/04/2020**. The period of the contract may be further extended for a period of six months provided the requirement of the APICOL for manpower persists at that time or may be curtailed / terminated before contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the APICOL requirements. The APICOL, however, reserves right to terminate the initial contract at any time after giving one month notice to the selected Service provider.
3. The tentative requirements of Finance Executive, Asst. (Computer Operation), Accts. Asst., Office Asst., Steno, Driver, Messenger, Gardener, Security Guard and Class-IV will be intimated to the successful manpower service provider at the time issue of offer letter of the Corporation.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of 1,50,000/- (Rupees one lakh fifty thousand only) and other requisite documents by **25/03/2019** upto 3.00 P.M. at APICOL, Baramunda, Bhubaneswar-03.
5. The various crucial dates relating to “Tender for Providing Manpower Services to APICOL.” are cited as under :
 - (a) Period of issue of Tender Document : All working days
from 11/03/19 to 23/03/19
 - (b) Date and time for submission of Tender Document. : **25/03/2019** upto 3.00 p.m.
 - (c) Date and time for opening of
 - (i) Technical Bid : **29/03/19** at 3.00 PM
 - (ii) Financial Bids of eligible Tenders and selection : **05/04/19** at 3.00 PM
 - (d) Likely date for commencement of deployment of required manpower : **01/05/2019**

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 APICOL.” and “Financial Bid for Providing Manpower Services to APICOL.”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to APICOL.”**.
7. The Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rupees one lakh fifty thousand only), refundable (**without** interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of APICOL., Bhubaneswar, **failing which the tender shall be rejected summarily.**
8. The successful tenderer will have to deposit a non-interest bearing Performance Security Deposit of Rs. 5,00,000/- (Rupees five lakh only) in shape of Bank Draft in favour of APICOL payable at Bhubaneswar. After receipt of security deposit, necessary order will be placed for providing requisite manpower.
9. The tendering Manpower Service providers are required to enclose photocopies of the following self attested documents, along with the Technical Bid, **failing which their bids shall be summarily / outrightly rejected and will not be considered any further :**
 - (a) Registration certificate of the applicant organization;
 - (b) Copy of 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 GST registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last one year.
10. **The conditional bids shall not be considered and will be outrightly rejected.**
11. All entries in tender form should be legible and filled up clearly if the space provided is insufficient for furnishing information, separate/ additional sheets may be attached and the same need to be duly authenticated/ signed by the authorized signatory/ person.
12. The Technical bids shall be opened on the scheduled date and time on **29/03/2019** at 3.00 P.M. in the Conference Hall of APICOL, Baramunda Bhubaneswar-03, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the sport at that time.
13. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 3.00 P.M. on **05/04/2019** in the Conference Hall of APICOL, Baramunda Bhubaneswar-03, in the presence of

the representatives of the Manpower Service Providers, if any, who wish to be present on the sport at that time.

14. All pages of the proposal be chronologically numbered irrespective of their contents and be signed by the authorized representative/ person of the bidder.
15. The proposal shall remain valid for 60 (sixty) days from the due date of the bid.
16. The technical proposal shall contain no interlineations or overwriting except as may be necessary to correct errors made by the bidder(s). Any corrections, interlineations or overwriting must be initiated by the authorized representative of the Bidder. These should not be any overwriting in the financial bid.
17. The Managing Director, APICOL reserves the right to accept / reject any or all bids without assigning any reason.
18. The successful bidder will have to enter into an agreement with APICOL. Bidders may refer from P-13 to P-18 of the Bid Document. APICOL reserves the right to modify any of the clause(s) of the agreement during final execution with the successful Bidder.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical conditions :
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar.
 - (b) They should be registered with the appropriate registering authority;
 - (c) They should have at least **three years** of experience in providing manpower to Government Departments, Public Sector Companies/Banks (the copy of documents in support of proof for providing manpower should be enclosed in Technical Bid).
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and GST Departments/ Authorities;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have registered with the appropriate Authority of Government of Odisha for providing manpower services.
 - (h) The minimum turn-over of service providing agency shall be Rs.2.00 crores or above per annum.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE APICOL., BARAMUNDA, BHUBANESWAR-03

1. She/he should be above 18 years of age and not exceeding 50 years.
2. The minimum qualification of Finance Executive will be B.Com. with Inter Cost Accountancy or Inter Chartered Accountancy with minimum 50% of marks. He should be well conversant with computers and essentially well trained in M.S. Office, Internet and experience to work in Tally.
3. The minimum qualification for Accts. Asst. will be B.Com. or equivalent and above with minimum 45% of marks. He should be well conversant with computers and essentially well trained in M.S. Office, Internet and experience to work in Tally.
4. Office Assistant will be BA/B.Sc/B.Com with knowledge of computers.
5. The minimum qualification for Asst. (Computer Operation) will be B.A. / B.Com. / B.Sc. with PGDCA or equivalent and above. Asst. (C.O.) should be well conversant with computer and well trained in MS Office and Internet.
6. Steno should have minimum qualification of BA/BSc/BCom having computer knowledge with shorthand typing speed of 40 words per minute.
7. The minimum qualification for Driver should be 10th Pass or equivalent. The Driver should have valid driving license.
8. The Gardener should have passed 10th Pass and experience in gardening work;
9. The Class-IV, Messengers, Security Guard etc. should have passed 10th Pass and well behaved.
10. Experienced personnel will be given preference for above categories of manpower.

APPLICATION – TECHNICAL BID

For Providing Manpower Services to APICOL.

1. Name of the Tendering Manpower Service Provider:-----

2. a) Details of Earnest Money Deposit: DD No.----- date -----
of Rs. -----drawn on Bank-----
b) Details of payment towards cost of tender paper.

3. Name of Proprietor/ Partner/
Director: -----

4. Full Address of Registered : -----
office -----

Telephone No/Mob. : -----
Fax No. : -----
E-Mail Address : -----

5. Full address of Operating/
Branch Office : -----

Telephone No/Mob. : -----
Fax No. : -----
E-Mail Address : -----

6. Name & contact Tel. no./Mob. : -----
of Authorized officer/ person

7. Banker of the Manpower Service Provider: -----
(Attach certified copy of statement of
A/c for the last one year) -----

Account No. -----
IFS Code -----
Branch Name -----
Telephone Number: -----
of Banker

8. PAN/GIR No. : -----
(Attach self-attested Copy)

9. GST Registration No. : -----
(Attach self-attested Copy)

10. E.P.F. Registration No. : -----
(Attach self-attested Copy)

11. E.S.I. Registration No. : -----
(Attach self-attested Copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years. (copy of supporting record to be attached).

Financial Year	Amount (Rs. Lacks) of turnover	Remarks, if any
2015-16		
2016-17		
2017-18		

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

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

(If the space provided is insufficient, a separate sheet may be attached) : The copy of document in support of providing manpower to Government / PSU / Bank should be enclosed.

Sl. No.	Name of client, address, telephone & Fax No. and e-mail address	Manpower services provided		Amount of contract (Rs. Lakhs) annual value	Duration of contract	
		Type of manpower provided	No.		From	to

15. Additional information, if any
(Attach separate sheet, if required)

Date:
Place:

Signature of authorized person
Name :
Seal :

DECLARATION

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 read and understood all the terms and conditions of the tender documents 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 DIFFERENT CATEGORIES OF PERSONNEL TO APICOL LTD.

1. Name of the 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 (Qualification)	Monthly rate per person						
		(*) Take home remuneration	E.P.F.	E.S.I.	Other Statutory dues if any	Service charge	G.S.T.	Total
1	2	3	4	5	6	7	8	9
1.	Finance Executive (B.Com. with Inter Cost / Inter C.A.)							
2.	Accts. Asst. (BCom. with Tally)							
3.	Asst. (Computer Operation) (B.A., BSc., BCom. with PGDCA or equivalent)							
4.	Office Asst. (BA, BSc., BCom.)							
5.	Steno. BA/B.Com shorthand/computer							
6.	Driver (10 th Pass with valid driving license)							
7.	Gardner (10 th Pass with experience in particular work)							
8.	Messenger, (10 th Pass)							
9.	Security Guard, (10 th Pass)							
10.	Class-IV (10 th Pass)							

Place :

*Signature of tendering
manpower service provider
with seal*

Date :

- Note : (i) The total rate quoted by the Tendering Agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into contract.
- (ii) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

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 agency;
6. Attested copy of Service Tax registration certificate / GSTIN No.;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of entries at serial no. 13 of Technical Bid application;
11. Copies of documents in support of providing manpower to Government / PSU / Bank in support of experience of Agency.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short listed by agency for deployment in APCIOL, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Copy of Aadhar
3. Bio-data of all persons.
4. Any other document APCIOL may consider relevant.

AGREEMENT

This agreement is made on this day of between the **Agricultural Promotion & Investment Corporation of Odisha Limited (APICOL)** a corporation registered under the Companies Act having its registered office at Baramunda, Bhubaneswar, Khordha, represented by the Managing Director, Dr. S.S. Dey, hereinafter referred to as the “**Authority**” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s..... Odisha, represented by, hereinafter called the “**Manpower Service Provider**” which expression shall, where the context so requires or admits also include its successors or assignees of the other part.

Whereas the, the “**Authority**” desires that the service of “Different types of manpower as per Annexure-1 are required in APICOL, Bhubaneswar.

And whereas the “**Manpower Service Provider**” has offered its willingness to the same in conformity with the provisions of the agreement. And whereas the “**Authority**” has finalized the rate as per the terms and conditions of the agreement to the” **Manpower Service Provider**”

Now this agreement witnessth and parties agreed as under:-

1. That the Annexure-II containing the Terms and Conditions shall be deemed to form and to be read as part of this agreement.
2. That in consideration of the payment to be made by the **Authority**” to the “**Manpower Service Provider**” hereby agrees with the

“**Authority**” to provide personnel to be engaged in APICOL, Bhubaneswar in conformity with the provisions of the Terms and Conditions.

3. That the “**Authority**” hereby further agrees to pay the “**Manpower Service Provider**” the contract price in time and in the manner prescribed in the said terms and conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid for a period of one year from the date of execution.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the officer
Authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
APICOL**

In the presence of witness

Witness

Witness

1. Name
Address....._

1.Name
Address

2. Name
Address....._

1.Name
Address

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from the date 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 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 conditions or with some additions/ deletions/ modifications for a further specific period mutually agreed upon by the Manpower Service Provider and MD, APICOL.
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 called without the prior written consent of the MD, APICOL.
5. APICOL, at present, has tentative requirement of different Man Powers as per Annexure-I to be deployed by the manpower service provider. The requirement of the authority may further increase or decrease marginally during the period of initial contract also and the qualified bidder 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. MD, APICOL reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM at their place of posting and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he 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.

09. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with APICOL 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 APICOL shall be that of the Manpower Service Provider and MD, APICOL will in no way be liable for the same. 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 APICOL.

11. 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 the APICOL.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The APICOL 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 APICOL and an Authorized representative of the Manpower Service Provider.

13. The APICOL 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 and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

17. 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 copy of the registration should be submitted. The Manpower Service Provider shall comply with all 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.

18. 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.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The person 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 Corporation or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

21. 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.

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the department or office concerned. The APICOL shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the APICOL 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 the APICOL.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the APICOL or any other authority under Law.

25. 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 APICOL or office concerned.

26. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the APICOL is put to any loss / obligation, monetary or otherwise, the APICOL 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.

27. 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 APICOL 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 APICOL by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

28. 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.

29. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the APICOL in respect of the persons deployed and submits 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 the succeeding month.

30. The claim in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole or the bill amount shall be held up till such proof is furnished, at the discretion of the Finance Department.

31. 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.

32. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem, if any, encountered at a later stage.

33. 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 the same shall be binding on all parities.

34. All disputes shall be under the jurisdiction of the court at Bhubaneswar.

**Manpower Service Provider
M/s.**

**Managing Director
APICOL**