

**TENDER FOR SUPPLY OF MANPOWER
AT
ROURKELA SMART CITY LIMITED
ROURKELA**

Enquiry No. : 011

Issue Date : 9th January 2018



**ROURKELA SMART CITY LIMITED
ROURKELA**

Email- rourkelascl@gmail.com, Ph – 0661-2500388

URL: <http://www.rmc.nic.in>

TENDER NOTICE

1. Rourkela Smart City Ltd., Rourkela , (hereinafter referred to as the “RSCL”) invites sealed tenders in two-bids (1. Technical & 2. Financial) format from Firm / Agencies having relevant experience for providing manpower under Highly Skilled, Skilled, Semi-skilled, Unskilled categories. The period of contract is initially for one year and further extendable based on satisfactory completion of contract every year on mutually accepted terms and conditions.

2. The agency shall provide manpower for the occasional / intermittent / temporary type of requirement for short duration as and when indent is placed for the same.

3. Tender document is available at the website <http://www.rmc.nic.in/>. Tenderer shall be required to deposit earnest money (EMD) for an amount of Rs 2,000/- (Rupees Two Thousands only) refundable and non-refundable tender fee for an amount of Rs100/- (Rupees One Hundred only) by way of demand draft from a nationalised bank drawn in favour of “ Rourkela Smart City Ltd ” payable at Rourkela . 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.

4. 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 enquiry 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 in a sealed envelope bearing the following reference on the top left corner:“ Tender Enquiry No.:” **latest by 20th Jan 2018 at 17:00 hrs and addressed to: “The Chief Executive Officer , Rourkela Smart City Ltd, Rourkela – 769012 ”.**

6. At any time prior to the deadline for submission of bids, RSCL may, for any reason at its own initiative modify the tender document by amendment.

7. The amendment will be published on the RSCL notice board. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, RSCL may, at its discretion extend the deadline for the submission of tender.

8. Technical bid will be opened on **24th Jan 2018 at 1600 hrs** at RSCL 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 RSCL . 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. The tender document, duly signed and stamped on each pages, shall be returned in original with the technical bid as a proof to confirm the acceptance of the entire term & conditions of tender.

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

13. RSCL 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.

14. Eligibility Criteria:

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

(a) Only licensed labour supplier's agency (Labour Contractor) with labour contract certificate for minimum 150 no. of workers registered with labour Department of Govt. of Odisha / Central Govt. shall be eligible to apply. Self-attested valid registration copy must be enclosed with technical bid.

(b) Tenderer should have experience of at-least 5 (five) years to supply the manpower to the Government / Semi Government / PSU Institutions / organizations for the various jobs. At least two latest copies of satisfactory work completion certificate from the above clients must be enclosed with technical bid.

(c) Average Annual financial turnover of the tenderer for the last three financial years shall not be less than Rs 2 Crores (Rupees Two Crores only). Audited financial statements, duly

certified by Chartered Accountant (CA) for the past three years, shall be enclosed with the technical bid in support thereof along with copies of Income Tax return.

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

(e) Tenderer should have valid ISO 9001 registration certificate as man power service provider.

(f) Tenderer should have solvency certificate to the tune of minimum Rs. 20 lakhs (Rupees Twenty Lakhs) issued by any Nationalised banks.

(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 minimum 100 or more employees enrolled before tender date.

(i) The contractor must have at least 05 (five) running contract or any Government/Semi Government /PSU organisation before tender date.

15. 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 RSCL. After the award of the contract to successful tenderer, the earnest money deposit of all other tenderer(s) will be refunded within 30 days whose offers have not been accepted.

16. Local Conditions:

(a) It shall be the responsibility on each tenderer to fully inform / acquaint / familiarize himself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

(b) RSCL shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by RSCL, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by RSCL.

(c) The tenderer shall solely bear all costs associated with the preparation and submission of the bids, including the site visit etc. RSCL shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by RSCL.

17. Evaluation:

17.1 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.

17.2 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 and will be chargeable on service charges.

(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 are liable to be rejected.

18. Award of Contract: After due evaluation of the financial bids, RSCL will award the contract to the lowest tenderer (hereinafter referred to as the “Contractor”).

19. 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.

20. Performance Security

(a) The contractor shall be required to furnish a Performance Security on or before contract commencement for an amount of Rs 50,000/- (Rupees Fifty Thousand Only) 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 RSCL and the Contractor.

(c) In case the period of contract is extended further by RSCL 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.

21. Termination of Contract: RSCL reserves the absolute right to terminate contract forthwith, if found that contract continuation of the contract is not in public interest such as:-

(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 RSCL .

(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 RSCL compensation shall be forfeited without any claim whatsoever on RSCL and the contractor shall be liable for action as appropriate under the extant laws.

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

22. Contractor's Obligations:

(a) Contractor shall provide the manpower, based on temporary requirement for short duration to RSCL from time to time.

(b) RSCL would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the manpower needed. The role profile will clearly give details of competencies / skills needed, educational qualifications, relevant experience

and estimated duration of requirement. The agency would be required to send resume of the candidates having relevant experience and qualification within 10 days (or earlier as the case may be) of sending the requisition. Contractor shall arrange to conduct an interview and/or skill test of the candidates. RSCL will select the candidates and the contractor will facilitate deployment of such selected candidates in RSCL within a maximum period of 30 days. Failure to do the needful shall make the contractor liable for penalty up to Rs 500/- per day/head which shall be deducted from its monthly bills in the succeeding month.

(c) The decision of RSCL 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 RSCL 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 RSCL 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 RSCL

(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 RSCL 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 triplicate for preceding month. Separate bill in prescribed format shall be submitted for payment of service charges for the month

Each monthly bill must accompany the:

(a) List of manpower deployed at RSCL.

(b) Duration of their engagement, duly verified by the concerned Office of RSCL.

- (c) Satisfactory work completion certificate, issued by concerned Office of RSCL.
- (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.

23. 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 RSCL from any claims in this regard.

24.RSCL Obligations:

- (a) RSCL 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) RSCL 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 service charges of the contractor.
- (d) GST as payable on service charges shall be reimbursed by RSCL.

25. Terms & Conditions:

- a) Firm/company must ensure that no litigation is in process.
- b) Any losses sustained by RSCL 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 RSCL. The decision of RSCL 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 RSCL or canvassing in any form shall make the tender liable for rejection.
- e) If in the opinion of the RSCL 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 RSCL.
- h) RSCL 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 RSCL if any manpower are 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). RSCL shall not be subjected to own any responsibility under the provisions of any such Act, Laws or Rules.
- k) RSCL 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 RSCL. 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.

26. Arbitration:

(a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, RSCL 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 RSCL.

(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 Rourkela. The decision of the Arbitrator shall be final and binding on both the parties.

27. Jurisdiction:

The court(s) at Rourkela 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 Rourkela 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, Man power supplier agency)	Registration certificate to be enclosed
3	Name and Address of the Directors Proprietor /Partners	
4	Year of formation of the company/ experience of at-least 5 (five) years to supply the manpower to the Government / Semi Government / PSU Institutions / organizations for the various jobs. At least two latest copies of satisfactory work completion certificate from the above clients must be enclosed with technical bid.	Copy enclosed : Y / N
5	Details of Registration as a Man power supplier agency / licensed labour supplier's agency (Labour Contractor) with valid labour contract certificate for minimum 150 no. of workers registered with labour Department of Govt. of Odisha / Central Govt.	R No Copy enclosed : Y / N
6	Income Tax return for the last three financial years (attach copies)	Year wise Copy enclosed : Y / N

7	Average Annual financial turnover of the tenderer for the last three financial years shall not be less than Rs 2 Crores (Rupees Two Crores only). Audited financial statements, duly certified by Chartered Accountant (CA) for the last three years, shall be enclosed.	Year wise Copy enclosed : Y / N
8	Details of valid registration with statutory Authorities like EPF and ESIC, etc (attach copies).	PF Registration No-- Copy enclosed : Y / N ESI Registration No -- Copy enclosed : Y / N
9	GST Number/ Certificate No	Copy enclosed : Y / N
10	PAN Number No	Copy enclosed : Y / N
11	Details of Tender Document Fee DD No & Date	DD enclosed : Y / N
12	Details of Earnest Money DD No & Date	DD enclosed : Y / N
13	List of clients - including Govt. Organizations / PSU - Name of Client with Contact Details, Category / Nature of Manpower supplied , Duration for which Manpower Supplied (Yr), No. of Manpower supplied	Copy enclosed : Y / N
14	Please furnish at least two references of senior executives as under:- S. No. 13 with Name, Designation, Name of Company/Firm, Landline No., Mobile No. Email ID, Address etc..	Copy enclosed : Y / N
15	Authorisation certificate issued by Manpower service provider for the signatory signing the documents	Copy enclosed : Y / N
16	Solvency certificate to the tune of minimum Rs.20 lakhs(Twenty lakhs) issued by any Nationalised banks	Copy enclosed : Y / N
17	ISO 9001 certificate as manpower service provider	Copy enclosed : Y / N

18	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 of the labour court(s).	Copy enclosed : Y / N
19	(a) The contractor must have minimum 100 or more employees enrolled before tender date. (b) The contractor must have at least 05 (five) running contract for any Govt./Semi Govt./PSU organisations before tender date.	Copy enclosed : Y / N
20	Any other information	

Undertaking

(a) I hereby certify that all the information furnished above are true to the best of my knowledge. I have no objection to RSCL verifying any or all the information furnished in this document with the concerned authorities, if necessary.

(b) I also certify that, I have understood the complete scope of work, all terms and conditions indicated in the tender document and completely accept all of them.

(c) I also certify that, all employees enrolled are police verified.

Seal & Signature of the Authorised 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 RSCL and EMD / Performance Security shall be forfeited.
3. In addition to the above RSCL will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

Name & Address -

(Public Notary / Executive Magistrate)

Appendix C

PROFORMA FOR FINANCIAL BID (on letter head)

Ref No. Date

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	Technical Executive (High Skilled) (BE/MCA with minimum 1 yr of experience)	7111.00			As per Govt of Odisha rules			
2	Diploma Engineer/ Data Entry Operator/ Office Asst (Skilled) Diploma in Engg / Graduate with six months Diploma in Computer application with minimum 2 yrs of experience	6591.00			As per Govt of Odisha rules			
3	Security Guard (Semi skilled) HSC(10 th)	6071.00			As per Govt of Odisha rules			
4	Peon/	5551.00			As per Govt of Odisha rules			

	Cleaning staff/Gardener (Un skilled) (7 th class)						
				Total			

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