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M.P BOARD OF REVENUE (GWALIOR)

TENDER No.:- 03/Manpower /BOREV /2022-23

DATE: - 27-10-2022

TENDER NOTICE FOR MAN POWER SUPPLY

M.P BOARD OF REVENUE (GWALIOR) invites e-tenders for Man power supply (Data Entry Operator, Driver, and Peon) for head office Gwalior from reputed firm. Firms should have 3 years experience of providing manpower to Govt. department /PSU/ reputed institutions/Organizations. Tender document can be downloaded from the website <https://mptenders.gov.in> and can be seen at www.boardofrevenue.mp.gov.in

- NOTE -**
- 1. Tender Document Cost** - 1000/- (Rs. One thousands only)
 - 2. Date of Publication** - 27.10.2022
 - 3. Last date of bid submission** - 16.11.2022 (05:00 PM)
 - 4. Technical Bid opening date** - 18.11.2022 (12.00 P.M)
 - 5. Financial Bid open date** - 23.11.2022 (12.00 P.M)
 - 6. Period of Contract** - Two years (up to Nov. 2024)
 - 7. EMD** - 40000/- (Rs. Forty thousand only)



SECRETARY

IMPORTANT INFORMATION**1. PURCHASER : BOAR OF REVENUE****2. CONSIGNEE : SECRETARY****3. PERIOD OF CONTRACT:** Till 30-11-2024 from the date of conclusion of Contract.**4. Eligibility/Work:**

Category	Age	Minimum Qualification	Work
Data Entry Operator (Skilled)	18-35 Year	1. Graduation 2. 1year computer diploma from recognized university 3. Valid CPCT Score card 4. Regular Experience of at least 2 years in a reputed firm /institutions / Organizations.	All office/Court work related to data entry
Driver (Skilled)	18-35 Year	1. 8 th class pass 2. Valid Driving License of LMV 3. Regular Experience of at least 2 years in Reputed firm /Travel agency/institutions/ Organizations.	work of a Regular Driver
Peon (Unskilled)	18-35 Year	8 th class pass	work of a Regular Peon

5. **Wages:** Minimum wages as per government rate from time to time applicable taxes +service charges+ EPF, ESI

6. **NON TRANSFERABILITY:** Tender is non-transferable.

7. **TERMS & CONDITIONS:** Bidding firm shall have to be compliant with Terms & Conditions as set out in this Tender Document. Offers not complying with such terms & conditions shall be ignored /rejected at the discretion of this Authority.

8. **TENDER FEE:** Bidding firms are required to furnish a non –refundable tender document fee of Rs. 1000/ (Rupees One thousand only) in the name of Secretary, Board of Revenue MP (GWALIOR) through e-procurement portal (<https://mptenders.gov.in>).

9. **EARNEST MONEY:** An amount of Rupees Rs. 40000/- (Forty Thousand Rupees only) has to be deposited by Demand Draft/ Bankers Cheque in favor of **SECRETARY, BOARD OF REVENUE. M.P,** Payable at GWALIOR. Offers received without EMD shall be rejected straight away and will not be considered under any circumstances except MSME entrepreneur. EMD of bidding firms who submit the BID but withdraw the same before expiry of the tender validity date will be forfeited. EMD of successful bidder will be converted to performance security. EMD of the unsuccessful bidder will be returned after the selection of final bidder

10. ELIGIBILITY OF BIDDERS:

1. The bidders should be a company, registered under Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act or a proprietary concern or registered in shop act. Self –attested documentary proof should be provided.
2. The bidder should have at least **three years experience** of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/Nationalized Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations. The copy of the certificate /work order issued by the respective office should be provided with details in **Annexure -1**.
3. The bidder should have average annual turnover at least four lakhs during the last three financial years.

Signatures of the bidder

4. Experience of having successfully completed similar works during last 3 years ending 31 March should be either of the following: -
- a. Three similar completed works costing not less than the amount equal to 40% of the estimated bid value.

or

 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- “similar work” means only for providing manpower .

10. ONLINE & PRESCRIBED FORMS: Tenders will be accepted online through e-procurement portal (<https://mptenders.gov.in>) only in two bid system as per format prescribed in the standard tender documents. Offers not received in prescribed format shall be ignored. Bid Document can be seen on the official website of Board of Revenue; **www.boardofrevenue.mp.gov.in**

11. Board of Revenue reserves the right to reject any tender or all tenders in full or part thereof without assigning any reasons.

12. LEGAL CONTRACT:- Successful bidder shall execute a legal contract agreement along with undertaking . All disputes are subject to the exclusive jurisdiction of competent Courts and Forums in GWALIOR only.

Note: - Contract agreement is to be signed at Board of Revenue, Gwalior. Contract agreement by post shall not be entertained.

Signature of the bidder

TERMS AND CONDITIONS

1. The Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document.
 2. The rates quoted should be indicated in words as well as in figures.
 3. **Bidders** are requested to enclose a copy of their valid certificate of PAN card, Service Tax No. with their tender.
 4. Tenders received without Tender Fee, EMD will not be considered at all.
 5. EMD of successful bidder will be treated as a performance security during the contract.
 6. **Performance Security** :-The successful bidder will be required to furnish Performance Security of 3% of the contract value in the form of Bank Guarantee from a commercial bank in an acceptable form in favour of Secretary, Board of Revenue Gwalior (M.P) within 15 days of receipt of the Letter of Intent. The Performance Security would be retained by the Board till satisfactory completion of all the work . The Performance Security shall remain valid till sixty (60) days of the completion of all contractual obligations including warranty obligations.
 7. The EMD will be refunded to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by Board under any circumstances.
 8. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender.
 9. The tenders should be submitted in double cover system. The First cover should contain Technical Bid format, DD/ Banker's cheque, Tender document fee DD, Registration Certificate, copies of work Orders and successful execution of the Contract for past performance, Copy of PAN No, Income Tax return, service Tax registration and copy of Constitution of firm/company with prescribed tender form duly signed. The Second cover should contain the quoted rates in prescribed financial bid format (Annexure-III).
 10. **Authorized Signatory/ Signing of Tender:** Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
 - a.) a 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
 - b.) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- NOTES:i.)** In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partner admitting execution of the partnership agreement.
11. The tendering firms will have to give a declaration (in annexure II) to the effect that they have not been Black listed or their business dealings with the Government bodies have not been banned.

Signature of the bidder

12. **G.S.T:** Bidders have to submit a copy GST registration certificate. In case firm is exempted from Payment of GST, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.
13. The Man power Personnel provided by Agency shall be the employees of Agency and shall not have any right whatsoever to claim the employment in the BOARD OF REVENUE. M P in any form either during or after this agreement.
14. In the event of any loss and damage caused to the properties of the BOARD OF REVENUE due to the negligence of the Man power personnel, the Agency shall be solely responsible to repay the loss/damage accordingly.
15. This office will not be responsible for any injury sustained to the Man power personnel of the Agency during the performance of their duties and also for any damages or compensation due to any dispute between the Agency and their Man power personnel. To comply with all liabilities arising out of any provision of Labour Law/ enactment hitherto in force or enacted from time to time during the execution of this contract, shall be the entire responsibility of the Agency.
16. The Agency shall be responsible for compliance of all statutory obligations under Contract Labour (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act and Payments of Wages Act. etc. and also be responsible for payment of employee's and employer's contribution under E.P.F. and ESI Act. etc. in respect of staff deployed in this office.
17. The tender is not transferable. The Agency shall not sub-contract the job entrusted to them to any other party at any time during the period of this agreement for performance.
18. No food and transport and any other amenity in the nature of perks will be provided by this office.
19. The Agency shall affect Insurance at their own cost for their personal belongings and properties. This office shall not be responsible for any damage/loss of any nature whatsoever.
20. All the man power Personnel will have to submit a Bio-data, Qualification details, recent passport size photograph and valid photo ID proof at the expense of the Agency to this office.
21. **The bidder is required to quote only service charge rate in percentage terms in financial bid (Annexure-III) . Minimum wages as revised from time to time by Government of M.P with GST, ESI, EPF will be paid as per rule.**
 - i. The bidders who quote unrealistic rate of service charges i.e. '0%' shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.
 - ii. **The bid shall be treated as unresponsive and will not be considered** as per the clarification issued by the Ministry of Commerce and Industries vide their letter No. 31/14/1000/2014-GA dated 17.09.2017. It has been mentioned that the quotation offering service charges '0%' including all derivatives of zero up to 0.9999 and thereof shall be rejected.
22. In case two or more bidders offer same percentage of service charges, then the bidder having maximum experience of man power supply in Govt. offices /PSUs/Nationalized Banks/ Autonomous /Statutory Bodies/Corporations in last three years will be considered as L1.

Signature of the bidder

23. The wages need to be paid by the agencies to the man power Personnel at par with the amount claimed from this office by 7th of the following month positively irrespective of actual payment of the bills from this office. The agency has to give an unconditional undertaking for payment of wages by 7th of every month.
24. The Agency shall be responsible for depositing EPF, ESI Contribution and shall attach the copy of Challan with the bill of next month. Non compliance of this condition will be a sufficient reason for cancellation of Contract.
25. The President Board of Revenue can extend the original contract of the successful bidder, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding six months, for which the Bidder will have to abide. However the extension beyond six months can be granted on mutual consent. .
26. Any non-compliance of any of the clause of this tender document or all such clauses which are to be treated integral part of the contract, shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Board, in addition to making suitable recovery from the performance security of the agency.
27. **Force Majeure;-** Neither parties shall be responsible to the other for any delay or failure in performance of its obligations due to any commonly known force majeure which is beyond the control of any of the parties ,including, but not limited to .fire, flood, explosion, act of God or any other governmental body, public disorder, riots ,strikes, epidemic strikes , lockouts or civil commotion war ,enemy action.

28. Suspension & Termination of Contract

The Board shall be at liberty at any time to suspend temporarily or terminate this Contract on giving 24 hours notice in writing to the Agency for breach of any of the terms and conditions of this Contract, for insufficient service or misconduct of the Contractor and/or its man power personnel. The decision of the Board shall be final and the Contractor shall not be entitled to any charge or compensation by reason thereof.

29. Disputes & Arbitration

The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the President Board of Revenue of M.P. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply. The decision of arbitrator shall be final and the binding upon the parties.

30. Board of Revenue reserves the right to accept or reject any or all tenders without assigning any reasons.
31. In case of any dispute for judicial adjudication, the disputes, if any, arising out of the Contract/Service Orders against the Rate Contract will be subject to the jurisdiction of the Courts in GWALIOR.

Signature of the bidder

CHECK LIST OF ENCLOSURES

Please arrange documents in **Envelope with** technical bid as per enclosure number given below –

Enclosure-1 Technical bid form and terms & conditions duly signed by the bidder with seal of the firm on each page.

Enclosure-2 copy of PAN card.

Enclosure-3 copy of Registration Certificate issued by Labour commissioner's office

Enclosure-4 copy of Registration Certificate issued by EPF Commissioner.

Enclosure-5 copy of Registration Certificate issued by ESIC Office.

Enclosure-6 Copy of GST Registration.

Enclosure-7 Copy of Registration Certificate issued as per MP Shops and Establishments Act or other applicable Act.

Enclosure-8 copy of Audited Balance Sheet along with Audit Report of the firm for the last three financial years 2019-20, 2020-21 to 2021-22.

Enclosure-09 Copy of last three financial years (2019-20, 2020-21 ,2021-22) Income Tax Return of the firm and audited balance sheet.

Enclosure-10 Copies of work order of 2019-20, 2020-21 ,2021-22 proving the experience.

Enclosure-11 Copies of the work orders, Proof of EPF and ESIC contribution made, proof of Service Tax submission along with list of Manpower personnel for minimum two running contracts presently in calendar year 2022.

Signature of Bidder with Seal

PERFORMANCE STATEMENT FOR YEAR 2019-20, 2020-21 ,2021-22**Name of the Firm.....**

Contract no	Description of Work	Quantity Value	Original Period	Work done within Original period	Last position of work	Present position with reasons for delay

Signature of Bidder with seal

DECLARATION

From:-M/s

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To

SECRETARY
BOARD OF REVENUE.
RAJASVA BHAWAN,
NEEDAM ROAD, NAKA CHANDRABADNI,
GWALIOR (M.P)

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings.

I/We further undertake to report to the SECERTARY BOARD OF REVENUE, RAJASVA BHAWAN, NEEDAM ROAD, NAKA CHANDRABADNI, GWALIOR after we are informed but in any case not later 7 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the period of the Contract with you.

Dated.

Signature of Bidder with seal

M.P BOARD OF REVENUE, GWALIOR (M.P.)**FINANCIAL BID**(To be submitted in **Envelope II**)

The bidders are required to quote agency service charge in percentage terms only

1. Minimum wages as revised from time to time by Government of M.P will be paid with GST, ESI, EPF as per rule.
2. **The bid shall be treated as unresponsive and will not be considered** as per the clarification issued by the Ministry of Commerce and Industries vide their letter No. 31/14/1000/2014-GA dated 17.09.2017. It has been mentioned that the quotation offering service charges '0%' including all derivatives of zero up to 0.9999 and thereof shall be rejected.
3. Any service charges not adhering to the above guidelines should be considered unresponsive and such bid should not be considered. if the bidders quote percentage with more than two decimal points, then up to two decimal points only be considered without rounding up.

Particulars	Rates	
	In figure	In words
Service charges in percentage (%) Up to two decimal point only		

Note:--

I certify and agree with all the terms and condition of this tender. I further certify that I have read and understood all the terms and conditions of the document and I have personally understood the quantum of work expected from us .

Signature & Seal of the bidder with
date

M.P BOARD OF REVENUE ,GWALIOR(M.P.)

Technical BID

(To be submitted in Envelope-1)

Technical bid Format for Man Power Supply		
1	2	3
2	Name of Bidder	
3	Tender fee details	
4	EMD details	
5	PAN number (attach Copy of pan card)	
6	Registration certificate / copy of Registration of firm & company	
7	Details & copy of last three years experience	
8	Copy of last 3 years income tax return	
9	GST Registration No.	
10	Declaration in annexure -2 (Certificate for Banned/Suspended Business)	
11.	Bank Account Details	
12.	Registration certificate of EPF/ESI and labour commissioner	