



THE ASKA CO-OPERATIVE SUGAR INDUSTRIES LTD.

P.O.: Nuagam, (Aska)- 761111, Dist- Ganjam, State- Odisha.

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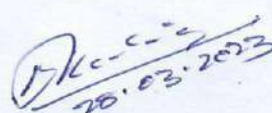
Date: 28.03.2023

THE ASKA CO-OPERATIVE SUGAR INDUSTRIES LTD.,
ASKA, GANJAM

Tender Call Notice

Sealed tenders are invited in prescribed form from the reputed Manpower Service Providing Agency having valid labour License, EPF, Goods & Service Tax & Statutory code numbers for deployment of about 38 nos. of manpower of different categories for the year 2023-24.

For details please visit www.askasugar.com under "Tender". Tender documents complete in all respect must reach the undersigned in sealed cover through Speed Post/Registered Post only on or before Dt. 20.04.2023 by 5.00 P.M. The authority reserves the right to reject any / all proposals without assigning any reason thereof.


Secretary

The A.C.S.I. Ltd., Aska

THE ASKA CO-OPERATIVE SUGAR INDUSTRIES LTD., ASKA, GANJAM

TENDER DOCUMENT

For providing Outsourcing Manpower to the office of the Aska Co-operative Sugar Industries Ltd., Aska for the year 2023-24 by a reputed Manpower Service Provider.

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1	Scope of work and general instructions for service bidders	3-4
2	Technical specifications for the service provider and the manpower to be deployed by the service provider	5
3	Tender Application - Technical Bid	6-8
4	Tender Application - Financial Bid	9
5	Terms and Conditions	10-15
6	Chronological order for arrangement of documents	16

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Aska Co-operative Sugar Industries Ltd., Aska requires the services of reputed, well established and financially sound Manpower Service provider to provide services of Workers for the year 2023-24.
2. Tender document in prescribed form may be downloaded from the website of the A.C.S.I. Ltd. - www.askasugar.com. Cost of tender document is "Rs. 1000 /- (Rupees One Thousand)+ GST" non-refundable. The cost of tender document shall be deposited alongwith tender document in shape of Bank Demand Draft only in favour of "Aska Co-operative Sugar Industries Ltd." payable at Aska failing which the document shall not be accepted and considered for scrutiny.
3. The contract for providing the aforesaid manpower for the year 2023-24. The period of the contract may be curtailed / terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements of the A.C.S.I. Ltd., Aska. However, the ACSI Ltd. reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
4. This A.C.S.I. Ltd. has requirement about 38 nos. of staff. The requirements may increase / decrease.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 20,000/- in favour of the Managing Director, Aska Co-operative Sugar Industries Ltd., Aska, Ganjam and other requisite documents by Speed Post/Registered Post only by 5.00 P.M. of Dt.20.04.2023 at office of the Aska Co-operative Sugar Industries Ltd., Aska failing which the tender shall be rejected summarily.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the Aska Co-operative Sugar Industries Ltd., Aska, Ganjam" are cited as under:

Date line for submission of Tender Documents: 5.00 P.M.- 20.04.2023

Date & Time for opening of

- | | |
|---|-------------------------|
| ➤ Technical bids | :11.30 A.M.- 21.04.2023 |
| ➤ Financial bids of eligible bidders | : 3.30 P.M.- 21.04.2023 |
| (In presence of the Bidders/ Representatives) | |

7. The tender is 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 A.C.S.I. Ltd., Aska, Ganjam**" and "**Financial Bid for Providing Manpower Services to the A.C.S.I. Ltd., Aska, Ganjam**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to A.C.S.I. Ltd., Aska, Ganjam**".
8. The successful tender will have to deposit a Performance Security Deposit of **Rs. 3,00,000 /-** (**Rupees Three Lakh**) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **The Managing Director, A.C.S.I. Ltd., Aska, Ganjam**, 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 tender. The P.S.D. will be refundable without interest.
9. The tendering Manpower Service Providers are requested to enclose photocopies of the following documents (duly self attested), 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 card & Aadhar card;
 - (C) Copy of the IT return filed for the last three financial years;
 - (D) Copies of EPF & ESIC establishment code number;
 - (E) Copies of ECR of both EPF & ESIC with paid challan copy for the month of Feb-2023;
 - (F) Copies of the Goods & Service Tax registration certificate with GST 3(B) for the month of Feb-2023;
 - (G) Copy of the valid Labour License Certificate.
 - (H) Certified extracts of the Bank Account containing transactions during last three years.
- 10. The conditional bids shall not be considered and will be out rightly rejected at the 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 Competent Authority of the A.C.S.I. Ltd., Aska, Ganjam reserves the right to annul all bids without assigning any reason.

<p style="text-align: center;">TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER</p>
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1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The Manpower Service Provider must have valid labour license.
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have atleast **three years'** experience in providing manpower to Government Departments, Public Sector Companies/ Banks, Sugar Industry 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 (to be specified by the user department) that may be required for providing manpower services.
 - (h) The minimum annual turn-over of the agency not less than 30 lakhs (Rupees Thirty Lakh).
 - (i) The Manpower Service Provider shall not engage any person against whom Criminal proceeding is filed / pending in any Court.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
A.C.S.I. LTD., ASKA, GANJAM.

Note: Remuneration will be given as per Minimum Wage Act., 1948 applicable for Unskilled Workers, Semi-Skilled Workers, Skilled workers and Highly- Skilled workers basing upon the Notification of Labour Department, Govt. of Odisha.

Tender Application - TECHNICAL BID

1. Name of Tendering Manpower Service Provider:
2. Details of Earnest Money Deposit:
DD No.: _____ Date: _____ of Rs. _____ drawn
on Bank _____.
3. Details of cost of Tender Document deposited:
DD No.: _____ Date: _____ of Rs. _____ drawn
on Bank _____.
4. Name of the proprietor/ Partner /Director:

5. Full Address of Registered Office:

Telephone No./ Mobile No. : _____
E- mail Address : _____
6. Full Address of operating / Branch Office:

Telephone No. / Mobile No. : _____
E- mail Address : _____
7. Name & Telephone No. of:

Authorized officer/person
to liaise with field Office
8. Banker of the Manpower Service Provider:

(Attach certified copy of statement of A/c :

For the last Three years) _____
Telephone No. of Banker _____

9. PAN No. : _____
(Attach attested copy)

10. Goods & Service Tax Registration No.: _____
(Attach attested copy)

11. E.P.F. Registration No. : _____
(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3 financial years

Financial Year	Amount (Rs. in Lakhs)	Remarks, if any
2019-20		
2020-21		
2021-22		

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

14. Give details of the major contracts handled by the tendering Manpower Service during the last three years in the following format. Copies of work order / relevant supporting documents may be enclosed.

(If the space provided is insufficient, a separate sheet may be attached):

Sl. No.	Name of client, address, telephone & Email.	Manpower services provided		Amount of contract(Rs. in Lakhs)	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 / 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 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.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

Tender Application - FINANCIAL BID

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities.

Sl. No.	Manpower type	BASIC WAGES (both in number & words)	EPF (both in number & words)	ESI (both in number & words)	Service Charge (Min. 2%) (both in number & words)	G.S.T. (both in number & words)	Total
	Un-Skilled Semi-Skilled Skilled Highly-Skilled						

- Bidders should comply the Minimum Wages as per the latest Notification issued by the Labour Department, Government of Odisha.

Signature of authorized person
Full Name:
Seal:

Date:
Place:
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 valid for the year 2023-24 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 Manpower Service Provider should submit the valid labour license from the competent Authority at the time of deployment of the Outsourcing Personnel.
3. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its right and liabilities under this Agreement to any other to any other agency or organization by whatever name be called without the prior written consent of the Authority.
4. The requirement by the A.C.S.I. Ltd. may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
5. 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
7. In case the person deployed is asked to work beyond 8 hours, he/she shall be entitled to get the minimum wages with respect to his/ her extra working hours as per minimum wages act of Govt. of Odisha.
8. 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.
9. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the A.C.S.I. Ltd. 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 the A.C.S.I. Ltd. or office concerned shall be that of the Manpower Service Provider and the A.C.S.I. Ltd. or Office concerned 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 the Department or Office concerned.
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 Department or Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 A.C.S.I. Ltd. or Office concerned and an Authorized representative of the Manpower service Provider. The A.C.S.I. Ltd. 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.
13. 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.
14. 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.
15. 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.

16. The Manpower Service Provider should submit the individual accidental insurance coverage of the deployed Personnels at the time of deployment.
17. The Manpower Service Provider should provide the **Unique Identification Number (UIN)** from the office of the Provident Fund Commissioner of their deployed Outsourcing Personnels at the time of deployment.
18. Any bid quoting less than 2% towards **Service Charges** will not be considered.
19. The service provider / contractor shall make payment the monthly wages to the deployed Personnel within 3 days of completion of the month as per the calendar year and shall produce the bill alongwith wage sheet, EPF, ECR & GST deposit Challan within 7 days from the date of wage payment, for reimbursement by the Industry.
20. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
21. 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.
22. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
23. The persons 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL:

24. 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.

25. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The A.C.S.I. Ltd. or office concerned shall have no liability in this regard.
26. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the A.C.S.I. Ltd. or office concerned 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 A.C.S.I. Ltd., Aska or office concerned.
27. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the A.C.S.I. Ltd. or office concerned or any other authority under law.
28. 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 A.C.S.I. Ltd., Aska or office concerned.
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- * **Note:- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**
29. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the A.C.S.I. Ltd., Aska or the office concerned is put to any loss/obligation, monetary or otherwise, the A.C.S.I. Ltd. 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.
30. 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 A.C.S.I. Ltd., Aska or Office concerned 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 A.C.S.I. Ltd., or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), of amount Rs. 20,000/- (Rupees Twenty Thousand) in the form of Demand Draft /Pay Order drawn in favour of the Managing Director, A.C.S.I. Ltd., Aska failing which the tender shall be rejected out rightly. The EMD of unsuccessful Bidder will be refunded without interest.
32. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) 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.
33. Cost of Tender Documents amounting "Rs. 1000 /- (Rupees One Thousand)+ GST", Non-Refundable should be accompanied in shape of Bank Demand Draft in favour of the Managing Director, Aska Co-operative Sugar Industries Ltd. payable at Aska failing which tender shall be rejected.
34. The successful tender will have to deposit a Performance Security Deposit of Rs.3,00,000/- (Rupees Three Lakh) only in the form of Bank Guarantee from only 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 tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the Manpower Service Provider.
35. 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.
36. The Manpower Service Provider shall raise the bill, in triplicate, alongwith attendance sheet duly verified by the A.C.S.I. Ltd. or Office concerned 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.
37. The claims in bills regarding Employees 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 of the bill amount shall be held up till such proof is furnished, at the discretion of the A.C.S.I. Ltd., Aska or office concerned.

38. 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 be the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
39. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
40. 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 Court of Registrar of Cooperative Societies, Odisha, Bhubaneswar for his decision and the same shall be binding on all parties.
41. The successful bidder will enter into an agreement with the A.C.S.I. Ltd., Aska for supply of suitable and qualified manpower as per requirement of the A.C.S.I. Ltd., Aska on the above terms and conditions.
42. The bidder must have a positive net worth based on the latest financial year i.e. 2021-22.
43. The bidder must have a turn over atleast Rs. 30.00 Lakhs in each financial year i.e. 2019-20, 2020-21 & 2021-22.
44. Bidders should not have been blacklisted or debarred by any Central or State Govt./ Organization/PSU/ Institutions/ Corporations etc. as on last date of selection of bid. In this connection, the bidder should submit a notarized affidavit stamp paper of Rs.100 to this effect that it has never been blacklisted by any organization.
45. If more than one agency quote the financial bid same and found L1, then the agency having highest annual turnover & having more experience will be considered basing on the total marks scored as per criteria given below:-

Sl. No.	Description	Marks
1.	Average turnover of last 3 years	Max. 15 marks
	a) Upto 1 Crore	5 marks
	b) More than 1 Crore and upto 3 Crores	10 marks
	c) More than 3 Crores and upto 5 Crores	15 marks
	d) More than 5 Crores	20 marks
2.	Number of years in operation (Experience)	Max. 20 marks
	a) Upto 3 years	5 marks
	b) More than 3 years and upto 10 years	10 marks
	c) More than 10 years and upto 14 years	15 marks
	d) More than 14 years	20 marks

DOCUMENT TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid.
2. Self- attested photo copy of registration of Agency.
3. Certified copy of the statement of Bank Account of agency for the last three years.
4. Self- attested Photo copy of PAN card & Aadhar card.
5. Self- attested Photo Copy of the latest IT return filed by agency.
6. Self- attested photo copy of Goods & Service Tax registration certificate alongwith GST 3(B) for the month of Feb-2023.
7. Self- attested Photo copies of EPF & ESIC establishment code number.
8. Self- attested Photo copies of ECR of both EPF & ESIC with paid challan copy for the month of Feb-2023.
9. Self- attested Photo copy of the valid Labour License Certificate.
10. Certified documents in support of the financial turnover of the agency.
11. Certified documents in support of entries in column 13 of Technical Bid application.
12. Copy of the terms and conditions at pages from 10 to 15 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 containing full details i.e. Date of Birth, Marital Status, Address, Education Qualification etc.
2. Bio- Data of all persons.
3. Any other document considered relevant.

ANNEXURE-I

THE ASKA CO-OPERATIVE SUGAR INDUSTRIES LTD., ASKA, GANJAM

REQUIREMENT OF OUTSOURCING PERSONNEL FOR 2023-24

Sl. No.	Name of Post	Qualification	Vacancies
1.	Clerk	Graduation with Comp.	9
2.	Cane Development Assistant (C.D.A.)	+2 Science	13
3.	Civil Supervisor	Diploma in Civil Engineering with more than 01 year exp. in supervision works	1
4.	D.M. Plant Operator	(+2) or I.T.I.	2
5.	Electrical Helper	I.T.I Electrical, 2 years Exp. With Electrical License 'B'	6
6.	Welder	I.T.I welder with 3 years Exp.	1
7.	Peon	8 th Pass	1
8.	Security Guard	8 th Pass	5
		TOTAL	38

P. K. S.
22/03/2023

P. K. S.
22/03/2023