



GOVERNMENT OF ASSAM

OFFICE OF THE DEPUTY COMMISSIONER, DIMA HASAO, HAFLONG

No. NCH/N-27/2022/712,

Dated Haflong, the 25<sup>th</sup> May 2022

Notice Inviting Tender (NIT) for engagement of Human resources on outsourcing basis

Sealed tenders are invited from reputed registered/licenced firms, having at least 3 years experience in providing Human Resources to offices of State and Central Govt./PSU for providing employees to be engaged as Porters on contractual basis at the Office of The Deputy Commissioner, Haflong, Dima Hasao.

Interested agencies may collect the detailed tender document from the Office of the Deputy Commissioner, Dima Hasao, Haflong, Pin- 788819 or may also download same from the website: [dimahasao.assam.gov.in](http://dimahasao.assam.gov.in)

Filled up tender form, along with bank draft of earnest money drawn in favour of the Deputy Commissioner, Dima Hasao, Haflong should reach the same address latest by 9<sup>th</sup> June, 2022 at 3:00 PM which will be opened on 10<sup>th</sup> June, 2022 at 3:00 PM in the office of the Deputy Commissioner, Dima Hasao, Haflong.

The Bidder himself or any one representative authorised in writing on behalf of the bidder may remain present at the time of the opening of the tenders.

Deputy Commissioner  
Dima Hasao

GOVERNMENT OF ASSAM  
OFFICE OF THE DEPUTY COMMISSIONER  
DIMA HASAO DISTRICT, HAFLONG.

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RESOURCES ON OUTSOURCING BASIS**

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### A. Scope of Work

Firm/ company/ agency will have to provide professional and physically fit human resources on outsourced basis at Deputy Commissioner office, Haflong. No individual person would be eligible to participate.

Deputy Commissioner, Haflong, Dima Hasao will provide necessary documents (original/copy) for requirement of human resources to work as Porter Sardar and Porter.

The scope of the work will be as per their job profile.

### B. Requirements

The total tentative requirement is given below, but it is purely indicative in nature and can vary depending upon actual requirement.

Sl No	Name of the Service	No. of resources	Gender
1	Porter Sardar	1	Male
2	Porter	9	Male

### C. Qualification and Experiences

D) The qualification and experience required for the human resource are as follows:

Sl.No	Nature of Services	Qualification	Experience	Age limit
1	2	3	4	5
1.	Porter Sardar	HSLC	1-3 years	21-35 years
2.	Porter	VIII	1-3 years	21-35 years

### II) Proficiency of Language

1. For Sl No.1 & 2 in column no. 2 above, spoken knowledge of Hindi Language and Assamese is desirable.

#### D. Eligibility Criteria

1. Firm/ company/ agency shall be a duly constituted, registered body as required under Law.
2. The Firm/ company/ agency should also be registered with income tax department and should have PAN/ TAN / GSTN number. They should also be registered with any other authorities as required under the law.
3. The Firm/company/ agency should preferably have an experience of providing outsourced manpower for minimum of last 3 years ending on 31<sup>st</sup> March 2021 in offices of State/ Central Government/ PSU/ reputed Private Sector. Agencies with more than 3 years of experience would get more weightage in technical bid evaluation.
4. They should be providing at least 25 resources at present to other organisation. Agencies engaged with more than 25 resources would get more weightage in technical bid evaluation.
5. The Firm/company/ agency should have registered office or one of its branch offices of manpower agency located in any of the town of the State of Assam.
6. Experience certificate is required in respect of previous work orders/ agreement and satisfactory completion or ongoing work certificates/ testimonials from the employers.
7. The average annual turnover in preceding three completed financial year of the aforesaid Firm/company/ agency should be not less than Rs.25.00 lakhs (Rupees twenty-five lakhs) per annum as per the audited balance sheet. The last audited balance sheet shall be 2019-20.
8. The Firm/company/ agency should have EPF registration and should have filed return in at least last three years for minimum 25 number of resources. The detail should be submitted along with the tender paper.
9. All work orders should be supported by the contact details of their clients i.e. name and address of the client, contact person, mobile, telephone numbers so that the experience documents can be verified independently.
10. The party shall have to submit an undertaking stating all the following four conditions.
  - a) They have not been convicted by a court of law.
  - b) No criminal case is pending against them.
  - c) They have not been black listed by any government department/ PSU/ agency.
  - d) No work order was cancelled prematurely because of quality of services rendered by him to the employer or any other default on behalf of service provider in last three years.

### E. Terms and Conditions

1. The resources proposed to be engaged should have sufficient experience for a minimum period of (1-3 years).
2. The resources proposed to be engaged shall be of good moral character and without any criminal record. The police verification report to be provided.
3. In case of absence of duty, by any resource engaged, the firm shall provide substitute immediately, the same day without any gap.
4. Punctuality is to be strictly observed.
5. Late attendance/ early leaving without permission will not be permitted. Proportionate deduction from wages will be made for late attendance & early leaving.
6. No helper will be provided for any work.
7. Deputy Commissioner's, Office, Dima Hasao, Haflong will not pay any charges other than the rates approved as mentioned in the work order.
8. The agency shall be responsible for quality of resources deployed.
9. The agency shall ensure that they are totally safe, reliable and trustworthy.
10. The resources engaged shall always behave in a polite and courteous manner with the VVIPs/ VIPs/Officers/ Staff.
11. The agency shall conduct structured refresher training programme. At any point of time, Deputy Commissioner, Dima Hasao, Haflong may demand that the resources need to be trained, it shall be incumbent upon the agency to comply with within a reasonable time.
12. The agency shall ensure that resources engaged undergo an annual health check-up for ensuring their fitness.
13. The agency shall not replace any resources at random. This shall be done with the prior approval of the Deputy Commissioner, Dima Hasao, Haflong and full particular of the personnel so deployed shall be given to the Deputy Commissioner, Dima Hasao, Haflong.
14. This notice- inviting tender is not an offer to contract but represents a definition of specific requirements and an invitation to recipients to submit a response addressing such requirements. Issuance of this notice inviting tender and preparation and submission of a response and the subsequent receipt and evaluation of response by the office of Deputy Commissioner, Haflong does not commit office to award a contract to any bidder, even if all of the requirements stated in the notice inviting tender are met.
15. If a bidder is selected, the bidder must be able to provide qualified resources within 7 days after the award of contract.
16. After successful completion of the bidding, successful bidder shall have to enter into a service agreement with Deputy Commissioner, Haflong as per conditions of the tender document.
17. A performance Security Deposit of Rs.1.00 lakhs (one lakhs) shall be deposited by the successful bidder at the time of signing of the Agreement. The security deposit shall be in the form of Bank fixed deposit in favour of Deputy Commissioner, Dima Hasao, Haflong.
18. The contract shall initially be valid for a period of one year from the date of signing of the agreement and may be extended further on a yearly basis subject to satisfactory performance, on the same terms & conditions for a maximum period of 3 years.

Similarly, if there is any exigency to increase specific number of resources of specific category, the same will be provided at the proportionate cost.

19. The office of the Deputy Commissioner, Haflong, Dima Hasao may modify these requirements in whole or in part and / or seek additional bidders to submit bids or may take any other decision for deciding the bid in more transparent way and for better administrative decisions.
20. The Firm/Company/ agency shall be responsible for making all payments to resources including wages, leaves etc in accordance with the provisions of relevant labour laws and for strict observance and compliance of all relevant other applicable laws under the Minimum Wages Act, Industrial Disputes Act, Contract Labour (Regulation & Abolition) Act, Employees State Insurance Act, Employee Provident Fund Act, Payment of Gratuity Act, Payment of Bonus Act, Workmen Compensation Act, and or/ any other statutory obligations including any financial liability or the obligation to maintain registers and/ or records under the said Acts and the framed there under. The Government of Assam will have no liability whatsoever in this regard.
21. The Firm/Company/ Entrepreneur shall deal with and settle the matters related with unions and shall make sure that no labour disputes/ problems are referred to any office of Assam Government. The Firm/company/ agency at all times should indemnify the Office of the Deputy Commissioner, Haflong against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The office of the Deputy Commissioner, Dima Hasao, Haflong or any other office of Government of Assam will not own any responsibility in this regard.
22. The Firm/company/ agency will pay remuneration to the resources deployed as per rules in force and Government of Assam shall not be responsible for any payment to the resources of the Firm/company/ agency.
23. The Firm/company/ agency shall be responsible for securing a Third Party Insurance Policy to protect and cover all types of accidents and injuries to any person while working with the Deputy Commissioner, Dima Hasao, Haflong. The Govt. of Assam shall not be liable for any accident/ injuries to any person engaged by the agency within the premises or outside the Dima Hasao District, arising out of the acts done by the Firm/company/ agency or his staff.
24. The Firm/company/ agency should ensure the Health & Safety measures of the resources engaged. The Firm/company/ agency shall furnish medical fitness certificate for all the resources issued by Registered Medical Practitioner periodically once in 6 months and every time a new resource person is deployed.
25. The resources engaged by Firm/company/ agency workers will have to be verified by the Police. No person having adverse antecedents should be permitted to be deployed.

26. The Firm/company/ agency shall maintain a shift wise daily attendance register in which the arrival and departure of each of resources engaged will be recorded. This register shall be open to inspection by the officers authorized by the Deputy Commissioner, Dima Hasao and Addl. Deputy Commissioner, Dima Hasao looking after establishment matter.

27. The manpower so employed by the Firm/company/ agency should not move around or loiter about in places other than their assigned workplaces.

28. The Deputy Commissioner, Dima Hasao, Haflong would not in any manner be responsible for any act of omission or commission of the resources engaged by the Firm/company/agency and no claim in this respect will lie against the State Government of Assam including any eventuality resulting in any mishap.

29. If it is found that there is any loss to the movable or immovable property of Deputy Commissioner's Office, Dima Hasao, Haflong because of the negligence/ connivance/ omission/ commission of any act by resource persons then the same will be deducted from the bills of the Firm/company/ agency after giving the opportunity of hearing.

30. Firm/company/ agency, as when called upon by the Deputy Commissioner, Dima Hasao, Haflong shall make himself available.

31. Frequent changes of resources engaged should be avoided.

32. The change of resources should be informed at least 3 days in advance to the Deputy Commissioner, Dima Hasao, Haflong.

33. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the office of Deputy Commissioner, Dima Hasao, Haflong besides annulment of the contract and any other action as deemed fit.

34. The office of the Deputy Commissioner, Dima Hasao, Haflong reserves the right to withdraw/ relax any of the terms and conditions mentioned above and/ or issue any fresh instruction so as to overcome any problem that may arise at a larger stage. Also, the information submitted by the tenderers can be verified by the office of Deputy Commissioner, Dima Hasao, Haflong to decide the tender.

35. To check the quality of services, Deputy Commissioner, Dima Hasao, Haflong may verify the remuneration & other benefits offered to the resource persons by the firm/agency. Any discrepancies noticed at any point of time during the contract period will be treated as violation of the contract agreement which may lead to termination of agreement.

#### F.Payment Clause

1. Payment will be made on monthly basis starting from the succeeding month of this Contract becoming into force upon submission of the bills in triplicate.
2. Payment of the bill will be based on standardized invoices. The Addl. Deputy Commissioner looking after establishment matter & Finance and Account Officer as authorized by the Deputy Commissioner may verify the authenticity of the bills and for this purpose they may request to provide additional information from the service provider or any other person/ office.
3. The Firm/company/ agency shall be solely responsible for making all statutory subscriptions/ payments/ contribution related to be submitted every time with the bill stating that all the persons engaged have been paid their EPF/ESI as per rules.
4. No advance payment will be made.
5. TDS/GST is recoverable as per rules in force from each claim.

#### G.Penalty Clause

1. A penalty of Rs.10,000/- (Rupees Ten thousand only) for each instance of deficiency in service may imposed upon the Firm/company/ agency by the Deputy Commissioner, Dima Hasao, Haflong after recording reasons. However, this will not be any binding for taking any other legal action against firm/company/agency.
2. The appeal against the order of the Addl. Deputy Commissioner, Dima Hasao, Haflong shall lie with the Deputy Commissioner, Dima Hasao, Haflong.

#### H.Termination clause

1. In case of persistent default or unsatisfactory service or breach or infringement of any of the Terms and Conditions of this Agreement, the Deputy Commissioner, Dima Hasao, Haflong reserves the right to terminate the Contract and the Security Deposit may be forfeited in such cases. Also any other action may be taken as deemed fit for these violations.
2. The contract may also be terminated by either party by giving one month's notice.
3. The Security Deposit submitted by the successful firm/company/ agency will remain deposited as security deposit during the period of contract, and any charge on the firm/company/ agency may be adjusted against the Security Deposit.

#### I.Arbitration clause

1. Any claims, dispute and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of or relating to this contract including terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the office of the Deputy Commissioner, Dima Hasao, Haflong in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be DIMA HASAO and the decision of the arbitrator shall be final and binding on the parties.
2. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Dima Hasao.



## J. Submission of Proposal

a. For bidding, two cover systems will be followed :-

A. Cover should contain the technical bid with EMD of Rs.25,000/- (Twenty five Thousand) in separate envelope marked. "TECHNICAL BID FOR PROVIDING HUMAN RESOURCES TO WORK AS PORTER SARDAR AND PORTER" (Annexure — I).

BCover should contain the financial Bid in separate envelope marked "FINANCIAL BID FOR PROVIDING HUMAN RESOURCES TO WORK AS PORTER SARDAR AND PORTER" (Annexure — II).

b. The bidders are required to quote a lump sum amount per resource inclusive of all prevailing taxes and fees including service tax, uniform etc. for providing services of outsourced manpower. Though this rate shall not include the service charge by the *Firm / company / entrepreneur* for providing the services to this office, which will be quoted separately.

c. The bid should be quoted in figures as well as in words separately. There should be no cutting on this rate quoted so.

d. If there is any increase in the minimum wages after signing the agreement and after first payment then that net incremental amount in minimum wage per resource will be enhanced by this office.

e. The bidders are required to pay an earnest money deposit of Rs.25,000/- (Rupees Twenty Five Thousand) in the form of demand draft in favour of Deputy Commissioner, Dima Hasao, Haflong payable at Haflong along with the tender documents.

f. Financials bids will not be opened in respect of unqualified Technical bids.

g. The D.D for EMD must be enclosed in the envelope containing the technical proposal. Any proposal without EMD shall be liable for rejection. The amount of EMD shall not carry any interest.

h. The EMD paid by the unsuccessful bidders shall be refunded to them without interest, after the award of work is finalized by the office of the Deputy Commissioner, Dima Hasao, Haflong, Govt. of Assam or after the date of expiry of validity of the offer, unless the validity of the offer is extended by mutual consent.

i. It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect of the execution of work/

services covered under these documents and specifications. Intending Bidders shall visit the site and make themselves thoroughly acquainted with its local site conditions. It is suggested to the bidders to conduct a demographic study to identify the local utility areas (communication and transport condition, effective labour required to be involved and other features) which will help the bidders to consider all such factors during estimation for performing services as indicated in this Bid document.

j. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the bids. No financial adjustments arising thereof shall be permitted by the office of the Deputy Commissioner, Dima Hasao, Haflong which are based on lack of such clear information. Further, no claim for the financial adjustments to the contract awarded will be entertained by the office of the Deputy Commissioner, Dima Hasao, Haflong.

k. Bids by firm / company / entrepreneur must be signed with the legal name of the Firm / Company / agency by the Director / Managing Director in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney shall be furnished with the Bid.

l. Proposals submitted by the bidders and containing vague and indefinite expressions such as "subject to availability" etc. will not be entertained. Full responsibility is to be accepted by the bidder.

m. Bidders are advised in their own interest to ensure that the proposals reach the specified office well before the closing date and time of Bid (Proposal) submission. Any bid received after deadline for submission may be rejected or returned unopened.

n. The bid shall be kept valid for a period of one hundred twenty (120) days from the stipulated last date of submission of bids. The overall offer for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the bidder withdraws, modifies or changes his offer during the bid validity period, the earnest Money deposit paid by him shall be forfeited without assigning any reason thereof.

o. The office of the Deputy Commissioner, Dima Hasao, Haflong reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision. The whole work may be split between two or more Service Providers or accepted in part and not entirely, if considered expedient by the office of the Deputy Commissioner, Dima Hasao, Haflong.

p. Tenders are liable to be rejected in case of any particulars / prescribed informed is either missing, found incorrect in any respect and / or if the prescribed conditions are not fulfilled.

q. Canvassing in connection with the tender is strictly prohibited and proposals submitted by bidders who resort to canvassing will be liable to rejection.

r. Evaluation of proposals shall be at the sole discretion of the office of Deputy Commissioner, Dima Hasao, Haflong and no suggestion and / or communication shall be entertained in this regard. The office of the Deputy Commissioner, Dima Hasao, Haflong reserves the right to reject or accept and to annul the bidding process and reject all the bids at any time prior to the award of contract, without thereby incurring any liability to be effected bidders or any obligation to inform the affected bidders of the ground for action.

s. The office of the Deputy Commissioner, Dima Hasao, Haflong reserves the right to call for additional information / clarification from the bidders / or to verify the information given by tenderer.

t. The cost of preparing the bids, presentation contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by the office of the Deputy Commissioner, Dima Hasao, Haflong.

u. The quoted rate which are less than prevalent minimum wages prescribed by the Govt. of Assam are liable to be rejected.

#### K. Service Agreement.

After finalization, the successful firm / company / agency would be invited to execute the Service Agreement with the Deputy Commissioner, Dima Hasao, Haflong. This agreement will have, apart from other, the specific conditions also.

#### L. Subletting

1. The Manpower agency / Service agency shall not sublet, transfer or assign the contract or on any part thereof to other party. In the event of the manpower Agency/Service agency contravening this condition, Deputy Commissioner, Dima Hasao, Haflong, shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the manpower Agency / Service provider agency. In such case the EMD of the selected Manpower/ Service provider agency, will be forfeited.

#### MANDATORY DOCUMENTS TO BE SUBMITTED

The bidders are required to submit the following self certified copies of documents along with the technical bid. The documents are :-

1. Certificate of Registration of firm. Copy of Registration certificate under the Company Act or Indian Partnership Act, 1932.
2. Proof of Office address (telephone bill, electricity bill etc.)

3. Labour License.
4. Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.
5. PAN Card
6. GST Registration Certificate.
7. Provident Fund Registration Certificate.
8. ESI Registration Certificate.
9. Professional Tax Registration Certificate.
10. Annual Turnover certificate of last 3 (three) financial years duly certified by the Chartered Accountants.
11. Income tax return and Audited Balance Sheet of the last 3(three) financial year.
12. Non Blacklisted certificate in the form of affidavit.
13. Police verification report of the resources.

TENDER FORM (A)

ANNEXURE— I

A. “TECHNICAL BID FOR PROVIDING HUMAN RESOURCES ON OUTSOURCING BASIS

1. Name of the applicant Firm / Company / Agency:
  
2. Organizational Status :

Name	Corporate ID number	Registered office and branch office address	Contact, e- mail , Fax, telephone, mobile Nos.	Goods & Service Tax (GST) Registration number	PAN Number	TAN Number

Supporting Documents

3. Number of years of experience in providing service of outsourced manpower for minimum of 3 years in guest house / office of State / Central Government / PSU / reputed private sector. (please mention only those experience which firm / company / agency relevant for their technical bid qualification as per tender qualifying criteria.

A. .... from ..... To .....

B. .... from ..... To .....

C. .... from ..... To .....

4. Annual turnover in the previous 3 financial years with proof of commensurate, TDS deductions thereon (minimum Rs. 25.00 lakhs per year).

Name of Firm/Company/ Agency	Annual turnover		
	2018-19	2019-20	2020-21

5. EPF registration number
6. Copy of EPF returns filed in last three years with numbers of employees. (Minimum 25 employees per year).
7. ESIC number
8. Please also attach the following supportive documents —
  - a) AUDITED FINANCIAL STATEMENTS OF THE PREVIOUS 3 YEARS WITH COPIES OF Income Tax returns.
  - b) The party shall submit declaration stating all the following conditions:
    1. They have not been convicted by a court of law.
    2. No criminal case is pending against them.
    3. They have not been black listed by any Government Department / PSU / agency.
    4. No work order was cancelled prematurely because of quality of service rendered by him to the employer or any other default on behalf of service provider in last three years.
  - c) Refundable security fee of Rs..... as draft no..... name of bank ..... In the name of the Deputy Commissioner, Dima Hasao, Haflong *is* being accompanied with the proposal.

- 1) Signature :
- 2) Name :
- 3) Designation in the Company:
- 4) Address :

Seal

(The filling of the form above and signature on the above-mentioned place is mandatory. The bids with unfiled form / without signature are liable to be rejected.)

**FINANCIAL BID FOR PROVIDING HUMAN RESOURCES ON OUTSOURCING BASIS**

I offer to provide human resources on outsourcing basis who will work as Porter Sardar and Porter at Mahadevtila and D.C Office, Haflong, Dima Hasao as per the terms and conditions laid down in this tender documents. The proposed rate per resource person (as skilled labour) will be :-

Sl No	Particular	Amount	Amount in Words
1	Proposed Minimum Wage		
2	ESI		
3	PF		
4	Goods & Service Tax (GST)		
5	Service / Admin. Charges, if any		
6	Total		

**Note :**

As per our requirement, all resource persons will come under skilled category of labour.

I further understand that the Deputy Commissioner, Dima Hasao, Haflong, has the right to accept or reject my offer without assigning my reason thereof and I shall abide by that decision.

Date :

1) Signature

2) Name

3) Designation in the company:

.....

4) Address

(The signature on the above mentioned place is mandatory. The bids without signature are liable to be rejected)