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Office of the Chief Executive Officer  
Employees' State Insurance Society  
Labour Directorate  
Jackson Gate, Agartala.

Dated, Agartala, the 23<sup>rd</sup> August 2019.

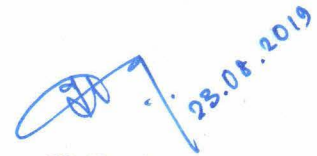
### Notice Inviting Tender

Tender is invited from the bonafide Agencies (Service Providers) having valid Registration from competent authority for providing staff for the post of **Office Assistant** and **Peon** for Employees' State Insurance Dispensaries under the 'Tripura Employees' State Insurance Society', as per requirement of the Dispensaries.

Terms & Conditions of the NIT may be collected from the Departmental website- [www.labour.govt.tri.nic.in](http://www.labour.govt.tri.nic.in) and also may be collected from the Office of the undersigned.

Intending bonafide Agencies (Service Providers) may submit their technical & financial bid separately in sealed envelope to the Office of the undersigned within **07/09/2019 (by 5:00 pm)**.

The bid / tender will be opened on **09/09/2019 at 11:30 am** in the chamber of the undersigned. The bidders may remain present on the day of opening of the bids/tenders, as per scheduled date, time & venue as notified.



(T. Ray)

Chief Executive Officer  
(Labour Commissioner)

Tripura Employees' State Insurance Society  
Labour Directorate, Jackson Gate, Agartala

## TERMS & CONDITIONS FOR OUTSOURCING AGENCY

Staffs required for the dispensaries like-

Sl. No.	Name of the Post	Number of Vacant Post	
		Location of the Location	No. of Post
1	Office Assistance	Udaipur	1
		Bishramganj	1
		Ambassa	1
		Dharmanagar	1
		Agartala	2
		Total	6
2	Peon	Udaipur	1
		Bishramganj	1
		Ambassa	1
		Dharmanagar	1
		Agartala	2
		Total	6

- 1) The Outsourcing Agency (Service Provider) must be a registered legal entity, like a Company, Society, LLP (Limited Liability Partnership) etc.
- 2) The bidding **may be on the percentage of Service Charges on total Emoluments/ Remuneration of Staff being outsourced**, that the Outsourcing Agency will charge from the Tripura Employees' State Insurance Society'.
- 3) The Outsourcing Agency must deposit an amount of Rs. 20,000/- (Rupees twenty thousand) as Earnest Money in favour of the Tripura Employees' State Insurance Society through account payee cheque.
- 4) The Tripura Employees' State Insurance Society' shall retain the right to ask for change of the staff provided by the Outsourcing Agency, if such staff does not meet the requirement or is not performing duties properly.
- 5) The hiring of Outsourcing Agency should be for a limited period, not exceeding 1 (one) year initially, extendable by one or more year subject to satisfactory performance & requirement of the Society.
- 6) The Tripura Employees' State Insurance Society' should stipulate that the Service Providing Agency shall comply with all statutory obligations with respect to the staff provided by them.
- 7) The hiring charge has been fixed at maximum **Rs. 9,500/-** per month per employee for **Office Assistance** and **@ Rs. 7,000/-** per month per employee for **Peon**. The agency shall make payment to the staff provided by them through DBT.
- 8) The Agency should pay to the employees the actual payment after deducting ESI & EPF contribution from the remuneration which has been declared, as per norms.

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- 9) Payment schedule shall have to be submitted executing the entire contribution toward ESI, EPF & GST to be deposited at the time of submission of bills on monthly basis for payment.
- 10) The yearly turnover of the Outsourcing Agency must not be below **Rs. 50, 00,000/-** (Rupees fifty lakh) per year.
- 11) The Agency shall be wholly and exclusively responsible for regular and prompt payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislation as applicable to it from time to time and the Tripura Employees' State Insurance Society' shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.
- 12) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category. The service provider shall ensure that the persons supplied fulfil the required educational and skill qualification as detailed under:-

<b>Name of category</b>	<b>Qualification</b>	<b>Age</b>
Office Assistance	1. Minimum Higher Secondary (+2 stage) Passed. 2. Knowledge in Computer operation with certificate of minimum 1 year course.	Not above 40 years of age but not below 18 years of age
Peon	1. Class - VIII passed. 2. Capacity of reading & writing in Bengali & English language.	Not above 40 years of age but not below 18 years of age

- 13) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Society. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable for any reasons immediately on receipt of such a request from the Society.

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- 14) The service provider shall engage necessary persons as requested by the Society from time to time. The said persons engaged by the Service Provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant relationship between the employees of the service provider and this Society and further that the said persons of the service provider shall not claim for any absorption in the Society, in future.
- 15) The persons deployed by the Service provider shall not claim any benefit/compensation/absorption/regularization of services in this Society under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the Society, before their actual deployment in the Society.
- 16) The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this Society. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 17) This Society may require the service provider to dismiss or remove/replace from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this Society because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office. In case no replacement is provided within three days of the reporting a penalty @ Rs. 200/- on each day for each person shall be recovered from the bill of the contractor in addition to reduction of proportionate payment.
- 18) The Service Provider will provide photo identity card to the persons employed for carrying out the work. These cards are to be constantly displayed & their loss reported immediately to the Service Provider.
- 19) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider.
- 20) Working hours would be normally 7 ½ hours per day from 10.00 AM to 5.30 P.M. during working days including half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on any holiday(s), if required. They may be paid extra wages as per norms, on pro rata basis, for working on such holidays.

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- 21) The process of payment to the outsource employees deployed by the firm in this Society should be completed by the 15<sup>th</sup> of the succeeding month strictly. Otherwise, it would be deemed to be a breach of terms of Contract, making Company/Firm/Agency liable for legal action besides termination of contract.
- 22) The firm shall open EPF & ESI accounts of all the employees deployed in this Society by them within one month of the deployment and furnish the details of the EPF & ESI of the employees to this Society immediately, thereafter. The firm shall make the EPF and ESI payments as per statutory requirements. The firm shall submit separate bill for EPF & ESI along with EPF & ESI payment statements of each individual for each month individually and only after that the amount of EPF & ESI is to be released, payment of EPF & ESI & GST amount is subject to the details furnished by the firm.
- 23) The agency shall raise the bill, in duplicate, along with attendance sheet in the first/second week of the succeeding month. Society shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action. The payment will be normally released by the third week of the following month as per available of fund.
- 24) No wage / remuneration will be paid to any staff for the days of absence from duty. The staff will, as far as possible, seek prior permission for any absence and in case of any exigencies keep the officer informed, with whom posted to work with. In sought replacements(s) and the service provider should be able to provide replacements(s) within time period stipulated **in para 17 above.**
- 25) The Service Provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the Society.
- 26) The service provider shall provide a substitute, in advance, if there is any probability of the persons 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 service provider.
- 27) The service provider shall be contactable at all times and message sent by phone/ e-mail/Fax/Special Messenger from the Society to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Society in fulfilments of the contract from time to time.
- 28) This Society shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

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- 29) This Society will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 30) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Society.
- 31) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination the Agreement any amount due to the agency from this Society including security deposit shall be forfeited and also this Society shall have the right of cancellation of contract without assigning any reason.
- 32) On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employments or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.



23.08.2019

**(T. Ray)**

Chief Executive Officer  
(Labour Commissioner)

Tripura Employees' State Insurance Society  
Labour Directorate, Jackson Gate, Agartala

**CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

Sl. No.	Items	Confirm (Yes / No)
1	Tender form ( <b>Annexure-A</b> ) with complete technical bid and financial bid, with all pages serially numbered, signed and stamped on each page	
2	<i>Audited Balance sheet of last three years with details of annual turnover, profit &amp; loss amount etc., certified in original by a Chartered Accountant.</i>	
3	Declaration as per <b>Annexure – ‘B’</b> .	
4	Income Tax returns of last three years.	
5	Self Attested photo copy of PAN Card	
6	ESI Registration certificate copy with last three year payment details ( <b>Annexure-C</b> ).	
7	EPF Registration certificate copy with last three year details. ( <b>Annexure-C</b> )	
8	GST Registration Certificate with details of the last payment ( <b>Annexure-C</b> )	
9	Registration Certificate under State Labour Law Authorities. Copy of valid Labour License ( <b>Annexure-C</b> ).	
10	Satisfactory competition of contract certificate from previous organization (Minimum two certificates are required) ( <b>Annexure-C</b> ).	
11	Filled up Technical Bid ( <b>Annexure-C</b> )	
12	Filled up Financial Bid ( <b>Annexure-C</b> )	

Date:

Place:

Name, Designation & Signature of  
Authorized Person on behalf of Agency /  
Service Provider

**TENDER APPLICATION FORMAT**

To  
The Chief Executive Officer,  
Tripura Employees' State Insurance Society,  
Labour Directorate,  
Jackson Gate, Agartala.

**Subject:** Prayer for providing staff for the post of 'Office Assistant' and 'Peon' at ESI Dispensaries under 'Tripura Employees' State Insurance Society'.

Ref: No.:-.....

Sir,

I have willingly prayed for providing 'Office Assistant and Peon' at ESI Dispensaries under 'Tripura Employees' State Insurance Society'. Details of our Company/ Firm / Organization are as under:

1	Name of Tendering Company / Firm	
2	Name of owner/Partners/Directors	
<b>3</b>	<b>Full Particulars of office</b>	
(A)	Address of the firm	
(B)	Telephone No. / Mobile No.	
(C)	E-mail Address	
<b>4</b>	<b>Registration Details</b>	
(A)	Labour License No.	
(B)	PAN / GIR No.	
(C)	GST No.	
(D)	E.P.F Registration No.	
(E)	E.S.I Registration No.	
<b>5</b>	<b>Full Particulars of the Bankers of Company / Firm with Full Address</b>	
(A)	Bank Account No.	
(B)	Name of the Bank	
(C)	Name of the Bank Branch	
(D)	IFSC Code of the Bank Branch	

Date:

Place:

Name, Designation & Signature of  
Authorized Person on behalf of Agency /  
Service Provider



**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter/Wife of Shri \_\_\_\_\_  
Proprietor / Partner /Director / Authorised signatory of \_\_\_\_\_ 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 hereby convey  
my acceptance of the same.
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 documents would lead to rejection of my tender at any stage besides  
liabilities.
4. I have apprised myself fully about the job to be done during the currency of period of agreement  
and also acknowledge to bear the consequences of non performance or deficiencies in services on  
my part.
5. Company / firm has done in past satisfactory / disciplined work and not blacklisted in past by any  
client.

Date:

Place:

Name, Designation, Signature & Seal  
of Authorized Person on behalf of  
Agency / Service Provider

**N.B.: The above declaration shall have to given on the letter head of the agency duly signed and sealed and should be enclosed with Technical bid.**

**TECHNICAL BID FORMAT****GENERAL INFORMATION**

Name of the Agency / Firm along with Address and Telephone / Mobile No. / Email Address	
Name of Owner / Authorized Person	
Type of formation (Proprietorship / Partnership / Pvt. Ltd. / Others)	

**STATUTORY AND OTHER REQUIREMENTS****1. REGISTRATION DETAILS (Enclose copy of Registration Certificate):**

Statute	Registration Number	Copy Enclosed (Yes / No)
Contract Labour (Abolition and Regulation Act, 1970)		
ESI Act, 1948		
EPF & MP Act, 1952		
GST Registration		
PAN No. under Income Tax Act		
Professional Tax Registration		

**2. Copies of Income Tax Return for the F.Y. 2016-‘17, 2017-‘18 and 2018-2019**

Financial Year	Income Tax Return Enclosed (Yes / No)
2016-‘17	
2017-‘18	
2018-‘19	

**3. Details of satisfactory performance certificate from Govt. / PSUs / Semi-Govt. where the tendered has worked.**

Name of Govt. / PSUs / Semi-Govt. Organization	Period of Contract	Copy of contract order enclosed (Yes / No)

4. ESI & EPF payment details for the last 3 (three) financial years i.e. 2016-2017, 2017-‘18 and 2018-2019 (copy of challan or return to be submitted)
5. Other details if any (may be enclosed separately).

Date:

Place:

Name, Designation & Signature of  
Authorized Person on behalf of Agency /  
Service Provider

**FINANCIAL BID FORMAT**

Sl. No.	Category	Basic pay per employee per month as terms & conditions (Sl No. ___)	Amount of Employer's ESI contribution, as per norms	Amount of Employer's EPF contribution as per norms	Service Charge on basic pay (___ %)	<b>Total Charge</b> (in Rs.) (col. No. 3+4+5+6)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
1.	Office Assistant					
2.	Peon					
<b>Sub-Total (Rs.)</b>						
GST on sub-total, as per Government norms (___ %) (Rs.)						
<b>Grand Total (Rs.)</b>						

Date:

Place:

Name, Designation & Signature of  
Authorized Person on behalf of Agency /  
Service Provider