

**College of Engineering & Technology**

**Techno-Campus Ghatikia, Kalinga Nagar,**

**Bhubaneswar- 751003**

***Website: www. cet.edu.in***

**No. 2461/CET Date-17/10/2014**

**TENDER CALL NOTICE**

Sealed tenders are invited under two bid systems from the registered and experienced Manpower Service Providers to provide manpower ( Sweepers, Plumbers, Electricians, Data Entry Operator and Library Assistant) services on outsourcing basis for a period of one year with effect from the date of award of contract. The detailed information are given in the Bid Document, which may be downloaded from our website [www.cet**.edu.in**](http://www.cet.edu.in). **The cost of the bid documents of Rs.1000.00 and an EMD of Rs.20,000.00 (Rupees twenty thousand only) should be submitted in form of Demand Draft drawn in any Nationalised Bank in favour of Principal, CET, Bhubaneswar payable at Bhubaneswar along with the technical bid**. The last date, time and place for submission of Bid documents is on dated 15.11.2014 upto 12.00 Noon in the office of ‘**The Principal, College of Engineering & Technology, Techno Campus, Ghatikia, Bhubaneswar-751003.**

**The authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.**

Sd/-

**Principal**

**BID DOCUMENTS FOR OUTSOURCING OF MANPOWER**

**FOR**

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**College of Engineering & Technology**

**Techno-Campus Ghatikia, Kalinga Nagar,**

**Bhubaneswar- 751003**

***Website: www. cet.edu.in***

**BIDDER’S COVERING LETTER**

To,

The Principal,

College of Engineering & Technology,

Techno-Campus, Ghatikia,

Bhubaneswar- 751003.

Dear Sir,

Ref: Tender no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this. We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract. We agree to abide by this bid from the date of bid opening and it shall remain binding upon us at any time before the expiry of the contract period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this ………. Day of ……… (the month and year)

Signature of Authorised Signatory ………

In the capacity of ………………

Duly authorized to sign the bid for and on behalf of………….

**The cost of bid document**: Rs.1000/-

Crossed D.D. No. ………………………………………… dated …………………………

Drawn on bank: ……………………………………………………

**BID DOCUMENTS FOR OUTSOURCING OF MANPOWER SERVICES**

**College of Engineering & Technology, Bhubaneswar** invites sealed tenderunder two bid systems i.e. Technical and Financial Bid for outsourcing services of manpower such as Sweepers, Plumbers, Electricians, Data Entry Operators and Library Assistants for a period of one year.

**Tender Schedule**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Activity** | **Date** |
| 1 | Last Date and time of Tender: Document Submission | Dt. 15.11..2014 upto 12.00 Noon |
| 2 | Opening of Tender(Technical: Bids) | Dt. 15.11..2014 at 4.00 PM in the Office chamber of Principal, CET,Ghatikia, Bhubaneswar. |
| 3. | Opening of Financial Bids of: eligible Bidders | Will be intimated to technically qualified bidders after evaluation of technical bid. |

**Note: Late bid shall be out rightly rejected.**

**CONTENTS OF BID DOCUMENT**

**Sl.No Description of contents**

A. Scope of work and general instructions for service bidders

B. Technical specifications for the service provider and the manpower to be

Deployed.

C. Tender Application – Technical bid

D. Tender Application – Financial bid

E. Terms and Conditions

F. Chronological order for arrangement of documents

**A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

**Scope of the work.**

1. The Manpower Service Provider shall provide manpower such as Sweepers, Plumbers, Electricians, Data Entry Operators and Library Assistants by deploying adequately trained, experienced and well disciplined personnel in the relevant field on outsoucing basis..

2. The sweepers shall be deployed in academic blocks, laboratory building, administrative office, library, SAC, Computer Centers, in the College premises and different hostels( both boys & girls) to clean rooms, corridors and toilets of those building and other cleaning works as and when l be required.

3. Plumbers and electricians shall be deployed to look after the maintenance work related to P.H and electric installations respectively in the college as well as hostel premises so as to ensure proper supply of water and electricity round the clock. Data entry operators and library assistants shall be deployed in different sections/office/departments/library as and when be required.

4. The Service Provider shall ensure about the integrity, honesty and dedication of the personnel deployed to discharge their duties.

5. Any other services on need basis as and when informed by the authority concerned.

**General Instructions**

1. **Principal,College of Engineering & Technology, Techno Campus, Ghatikia, Bhubaneswar-751003** (herein after called **“Authority”**) requires the services of reputed, registered, well established and financially sound firms (herein after called **“Manpower Service Provider**”) having experience in providing manpower such as Sweepers, Plumbers, Electricians, Data Entry Operator and Library Assistant initially for a period of one year w. e. f. the date of effectiveness of the agreement on award of contract likely to commence from December, 2014.

2. The period of the contract may be further extended as per the requirement of CET depending on the performance of the service provider at that time or may be curtailed/ terminated before due date owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements of CET. The authority of CET however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.

3. The tentative requirements at present are as follows :.

(a) Sweepers - 16

(b) Plumbers – 02

(c) Electrician – 03

(d) Data Entry operator – 03

(e) Library Assistanta – 05

The requirements may increase/decrease at any time in any/all the categories.

4. The bids are invited under two bid system **i.e Technical Bid and Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Manpower Services ”** and “**Financial Bid for Providing Manpower Services”.** Both the sealed envelopes should be kept in a third sealed envelope superscribing **“Bids for providing Manpower Services” adressed to the Principal, College of Engineering & Technology, Techno Campus, Ghatikia, Bhubaneswar-751003.**

5. **The cost of the bid documents of Rs.1000.00 and an EMD of Rs.20,000.00 (Rupees twenty thousand only)** should be submitted in form of Demand Draft drawn in any **Nationalised Bank in favour of Principal, CET, Bhubaneswar payable at Bhubaneswar along with the technical bid**. Bids not accompanied with cost of bid documents and earnest money of the requisite amount or without proper validity will be summarily rejected.

6. The Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/Central Government) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered under any circumstances.**

a) Certificate of Registration of firms or Partnership.

b) Proof of office address (telephone bill, electricity bill etc.)

c) Trade license.

d) Labour license.

e) Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of a/c). The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.

f) PAN Card.

g) Service Tax Registration Number.

h) Provident Fund Registration Number.

i) ESI Registration Number.

j) Professional Tax Registration Number.

k) Annual Turnover Certificate of last 3 (three) duly certified by the Chartered Accountants.

l) IT Return and Audited Balance Sheet of the last 3 years.

m) Non-relation certificate with the employees of CET,Bhubaneswar.

n) Not blacklisted certificate as mentioned earlier in the form of affidavit.

o) An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency/Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.

p) Present database to meet the requirement of manpower.

q) Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions.

r) List of all existing clients.

s) Satisfactory performance certificate of the current period from all existing clients as per list in sl. No. r) above.

7**. The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

8. 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 initiated by the person authorized to sign the tender bids.

9. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in presence of the Tenderer/his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person for each bidder shall be allowed to be present at the time of opening the tender subject to submission of authorisation letter in the format given in bid doccument.

10. The Financial Bid of those tenderers will be opened whose Technical bids are found to be in order and qualified. The Financial bids shall be opened in presence of the Tenderee/their authorised representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The date and time of opening of financial bids will be intimated to them only after evaluation of technical bid.The lowest bidder(L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection, for any reason then the second lowest (L2) bidder would be considered by the Tender Committee.

11. The authority reserves the right to reject any or all tenders without assigning any reason thereof**.**

**B. GENERAL ELIGIBILITY and TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.**

Only those bidders who fulfill the following eligibility criteria may submit their bids:-

(1) The manpower agency may be a Proprietary firm/ Partnership firm/ Limited Company/Corporate body legally constituted. They. should be registered with relevant Government agency and should have obtained necessary permission to carry on manpower outsourcing services. A copy of relevant certificate should be enclosed.

(2) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Office.

(3) The Service Provider should have at least **Three Years of** experience in providing Manpower services to Government Departments/ Public Sector Companies/ Government Undertaking etc. to be supported by relevant valid documents. The Service Provider should have executed a minimum of three such manpower deployment contracts in Odisha during the preceding Three years period. The manpower agency should enclose documentary evidence in support of providing satisfactory service from all existing clients of current period.

(4) The manpower agency should not have any relation with the Employees and near relation of the employees of CET, Bhubaneswar. A non-relation certificate in support to be enclosed.

(5) The bidder organization should be a profit making one in the preceding two financial years.They should have their own Bank Account;

(6) There should be no case (either criminal or litigation) pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and tThe manpower agency should not have been blacklisted by any government organization or agency thereof of has not indulged in any malpractice. Documentary evidence in the form of an affidavit to be submitted.

(7) The bidders are required to submit the photocopy of the following documents (duly attested by the Gazetted officer ) along with the Technical bid :-

a) Certificate of Registration of firms or Partnership.

b) Proof of office address (telephone bill, electricity bill etc.)

c) Trade license.

d) Labour license.

e) Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of a/c). The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.

f) PAN Card.

g) Service Tax Registration Number.

h) Provident Fund Registration Number.

i) ESI Registration Number.

j) Professional Tax Registration Number.

k) Annual Turnover Certificate of last 3 (three) duly certified by the Chartered Accountants.

l) IT Return and Audited Balance Sheet of the last 3 years.

m) Non-relation certificate with the employees of CET,Bhubaneswar.

n) Not blacklisted certificate as mentioned earlier in the form of affidavit.

o) An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency/Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.

p) Present database to meet the requirement of manpower.

q) Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions.

r) List of all existing clients.

s) Satisfactory performance certificate of the current period from all existing clients as per list in sl. No. r) above.

(8) The bidder should number each page and sign in each page of the tender documents along with the Official Seal/Stamp.

N.B: All the above mentioned documents are to be enclosed in the Technical bid.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Category of Manpower to be deployed** | **Minimum Qualification** | **Minimum Experience.** |
| 1 | Plumber | Matric/10th with ITI in the relevant trade | 1-2 years |
| 2 | Electrician | Matric/10th with ITI in the relevant trade | 1-2 years |
| 3 | Data Entry Operator | Graduate with PGDCA from a recognized university/Institute and should be well conversant with Computers having a speed of 4000 characters per minute in English and essentially well trained in MS Office, Internet and LAN function | 1-2 years |
| 4 | Library Assistant | B. Lib/ Diploma in Library Sc. Having knowledge of computer operation. | 2 years |
| 5 | Sweeper | Should be able to read and write. | Experience in relevant field is  desirable. |

Besides the above, She/He should have Character cerificates from two Gazetted Officers of the State Government/Central Government. His/Her antecedents should have been got verified by the agency from the local police authorities.

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**C) APPLICATION FOR TECHNICAL BID**

**(For Providing Manpower Services to** CET,Ghatikia, Bhubaneswar)

1. Name of Manpower Service Provider :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Details of Cost of Bid Documents : DD No.\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_drawn on Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Details of Earnest Money Deposit : DD No.\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_drawn on Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Name of Proprietor / Partner/ Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Full Address of Registered : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Full address of Operating/ Branch Office (if any) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone No. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Name & Telephone no. of :

Authorized Officer/Person

for liaisoning.

8. Banker of the Service Provider :

(Attach certified copy of statement of

A/c for the last Three years)

Telephone Number of Banker :

9. Photocopies of mandatory documents attached : -

|  |  |  |  |
| --- | --- | --- | --- |
| **SL** | **DOCUMENTS NEED TO BE SUBMITTED** | **WHETHER SUBMITTED**  **(WRITE YES/NO)** | **REf. PAGE**  **NUMBER** |
|  | Certificate of Registration of firms or Partnership. |  |  |
|  | Proof of office address (telephone bill, electricity bill etc.) |  |  |
|  | Trade license |  |  |
|  | Labour license. |  |  |
|  | PAN Card |  |  |
|  | Service Tax Registration Number. |  |  |
|  | Provident Fund Registration Number. |  |  |
|  | ESI Registration Number. |  |  |
|  | Professional Tax Regstration Number |  |  |
|  | Annual Turnover Certificate of last 3 (three) F.Y duly certified by the Chartered Accountants |  |  |
|  | IT Return and Audited Balance Sheet of the last 3 years. |  |  |
|  | Existence of Manpower agency for not less than 3 (three) years in the field. |  |  |
|  | Non-relation certificate with the employees of CET,Bhubaneswar. |  |  |
|  | Not blacklisted certificate as mentioned earlier in the form of affidavit. |  |  |
|  | An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency/Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract. |  |  |
|  | Present database to meet the requirement of manpower. |  |  |
|  | Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions. |  |  |
|  | List of all existing clients. |  |  |
|  | Documentary evidence in support of providing satisfactory service from all existing clients of current period. |  |  |

10. Give details of the minimum three similar contracts handled by the tendering Service Provider during the last three consecutive years in the following format.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr.  No. | Name of the client,  address, telephone  & Fax no. | Type of  manpower  provided | Nos. of manpower  provided | Duration contract  From To | Amount of  contract  (Rs. Lacs) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

11. 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

Name:

Seal:

Date:

Place:

**D) APPLICATION FOR FINANCIAL BID**

**( For Providing Manpower Services to** CET,Ghatikia,Bhubaneswar-751003)

1.Name of Manpower Service Provider:

2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities,

taxes, levies, cess etc: for each category of manpower will be submitted in the prescribed format given below.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl.  No. | Man-power  Type | Rate of wages per person per month (exclusive of EPF, ESI and other statutory dues, if any) | EPF contribution on wages per person per month | | ESI contribution on wages per person per month | | \*\*Other  statutory  dues/obligations if  any,  on wages per person per momth | Service Charges of the Service provider per person per month | Service  Tax on wages per person per month | Total  Chargeable amount per person per month | Total  Home take wages per person per month |
| Employee share | Employer share | Employee share | Employer share |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 | Sweeper |  |  |  |  |  |  |  |  |  |  |
| 2 | Electrician |  |  |  |  |  |  |  |  |  |  |
| 3 | Plumber |  |  |  |  |  |  |  |  |  |  |
| 4 | Data Entry Operator |  |  |  |  |  |  |  |  |  |  |
| 5 | Library Assistant |  |  |  |  |  |  |  |  |  |  |

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Signature of authorized person

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.

**E) TERMS & CONDITIONS**

**General**

1. The Agreement shall commence from date of award of contract and shall continue for a period of one year, 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 Agreement shall automatically expire on one year from the date of effectiveness of agreement, unless extended further by the mutual consent of the Manpower Service Provider and the Authority.

3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.

4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

5. The 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 15 days notice to the Manpower Service Provider.

7. (a)The persons deployed shall be required to work as per scheduled time to be assigned to him by the officer concerned under whom he/she will work and may also be required to work beyond the scheduled time period, if be required for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. He/she may also work on shift basis which will be determined by the officer concerned under whom he/she will be deployed. The person deployed shall give their daily attendance through Biometric system.

(b) The selected tenderer shall submit the list of the name of the persons to be deployed, their identity proof, qualification, EPF and ESI account nos. before their deployment at CET, Bhubaneswar. The Police Clearance Certificate that no criminal record has been registered against them will also be produced by the tenderer. After approval of the suitability of these personnel by the authority of CET, Bhubaneswar they will be deployed.

8. The Service Provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.

9. The entire financial liability in respect of services deployed in CET, Bhubaneswar shall be that of the Service Provider and CET 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 wages quoted in the financial bid and adduce such evidence as may be required by the Authority.

10. 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 Authority, CET, Bhubaneswar.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority CET, Bhubaneswar shall, in no way, be responsible for settlement of such issues whatsoever.

12. CET, Bhubaneswar 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. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to claim for any absorption in regular or other capacity in CET, Bhubaneswar.

14. The person deployed shall not be entitled to claim any benefit or compensation or absorption or regularization of deployment in the establishment of CET, Bhubaneswar 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.

15. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. \*

16. The 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 responsibility of the Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

17. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them. The persons deployed should be polite, cordial and efficient while performing the assigned work and their actions should promote good will and enhance the image of the College. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. The personsl to be deployed should maintain discipline and behave properly inside the College Campus. During course of working, if the behaviour of any person is not found satisfactory or there is indiscipline by any person, the selcted tenderer will immediately withdraw them and substitute will be replaced. Consumption of alcohol or any toxic materials are strictly provided inside the campus.

18. Each person to be deployed will wear and display the **photo identity card issued on the outer most garment above waist level in a conspicuous manner to be signed by the Authority and the Service Provider**.

20. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to thePrincipal,CET, Bhubaneswar and maintain liaison with the police. FIR will be lodged by officials of CET, Bhubaneswar , wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.

21. The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of CET, Bhubaneswar.

**Legal**

22. The persons deployed shall be, during the course of their work by 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.

23. The 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 CET, Bhubaneswar. CET, Bhubaneswar shall have no liability in this regard. The manpower agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/ amendments/modifications:-

I) The Payment of Wages Act 1936

II) The Employees Provident Fund Act, 1952

III) The Contract Labour (Regulation) Act, 1970

IV) The Payment of Bonus Act, 1965

V) The Payment of Gratuity Act, 1972

VI) The Employees State Insurance Act, 1948

VII) The Employment of Children Act, 1938

VIII) Minimum Wages Act, 1948

24. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CET, Bhubaneswar 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 Authority.

25. The Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of CET, Bhubaneswar or any other officer concerned or any other authority under Law.

26. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax 6Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by CET, Bhubaneswar.

27. The Personnel deployed by the Service Provider at the designated places shall work under the direct supervision and control of the authority Principal/Officer concerned of CET, Bhubaneswar. However, for all intents and purposes, the Service Provider Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned

28. 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. CET, Bhubaneswar will have no liabilities 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.

29. The decision of The Principal, CET, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

30. **PENALTY**

In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

**FINANCIAL**

31. 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 the date of placing the order the EMD shall stand forfeited without giving any further notice.**

32. The successful tenderer will have to deposit a **Performance Security Deposit of one month remunerations of manpower (nos. of manpower to be deployed) provided including statutory dues** in the form of Bank Guarantee from any Nationalized Bank in favour of **The** **Principal, College of Engineering & Technology, Ghatikia, Bhubaneswar** covering the period of contract within seven days from the date of signing of the agreement. 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 may be revised by the Authority taking into account the contractual obligation of the Service Provider.

33 In case of breach of any terms and conditions attached to the agreement, the above Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement. If any loss or damage is caused to CET, Bhubaneswar by the persons deployed, the same shall be recovered from the unpaid bills of Service Provider or adjusted from the Performance Security Deposit.

34. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum wages rate prescribed by the Government to their respective account, and adduce such evidence to the Authority every month prior to payment towards remuneration of the personnel. Payment of remuneration of any kind other than the above procedure is not acceptable at any cost.

35. **On the basis of duly certified attendance sheets collected from the authority of CET, Bhubaneswar, th agency/service provider will first release monthly wages of their deployed persons and then raise the invoice in triplicate before the authority of CET, Bhubaneswar for payment. While raising their invoice for payment the agency/service provider must attach a copy of the following documents along with invoice:-**

**a) Proof of release of payment details of deployed staff.**

**b) Duly certified attendance sheets collected from CET, Bhubaneswar for that particular month.**

**c) Documentary evidence from EPF, ESI, P.Tax authorities regarding deposit of PF, ESI and P.Tax of the previous month against the name of deployed staff.**

If the agency/service provider has not submitted the above mentioned documents or has submitted any false documents/ wrong information with the invoice the payment may get delayed/withheld. As far as possible the payment will normally be released within 7 (seven) days from the date of receipt of invoice after statutory deductions at source.

36. The claims in bills regarding Employees State Insurance, 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 Officer concerned. EPF, ESI, shall be payable on production of deposit Challans/Vouchers alongwith the Account Number / Regd. Number of the said manpowers.

37. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Principal, CET, Bhubaneswar shall not be **liable to bear any expense in this** regard. The Agency shall make payment of wages of a month to personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Principal CET, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. In case, the Service Provider agency fails to comply with any liability under appropriate law, and as a result thereof, CET, Bhubaneswar is put to any loss/obligation, monetary or otherwise, the Authority of CET, Bhubaneswar 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.

38. Price Escalation: No request or claim for price escalation on any ground shall be entertained during tenure of the contract. However, enhancement of minimum rates of wages if not notified by the State Govt. during the contract period may be considered.

39. 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 Principal, CET, Bhubaneswar for his decision and the same shall be binding on all parties.

40. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

41. The successful bidder will enter into an agreement with CET, Bhubaneswar for supply of suitable and qualified manpower as per requirement of CET, Bhubanewar on the above terms and conditions. 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.

42. Background of Contractor.

1. **Schedule of Employees/staff** Annexure

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Grade/type of staff | No. of Regular staff | No. of casual/  Contractual staff | Remarks |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Date Signature of the Tenderer

Place

**B.Schedule of other assets/vehicles** Annexure

|  |  |  |
| --- | --- | --- |
| Sl.No. | Particulars | Nos. |
|  |  |  |
|  |  |  |
|  |  |  |

Date Signature of the Tenderer

Place

**C. Schedule of Services provided in past**

|  |  |  |  |
| --- | --- | --- | --- |
| Sl.No. | Name & address of the organisation to which you provided services | Value of work | Duration |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Date Signature of the Tenderer

Place

**DOCUMENTS TO BE SUBMITTEED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in CET, Bhubaneswar containing full details. i.e. nam, date of birth, material status, address, educational qualification etc.

2. Bio-data of all persons along with documents in support of qualifications, experiences, good police records and no criminal case pending against them..

3. Any other document considered relevant.