

GOVERNMENT COLLEGE OF ENGINEERING, KEONJHAR
(Formerly Orissa School of Mining Engineering [Degree Stream],Keonjhar)

(A Constituent College of BPUT, Odisha)

At : Jamunalia, P.O.: Old Town, Dist., Keonjhar, Pin: 758002 (Odisha)

Tel:06766-213180/ Web: www.gcekjr.ac.in

TENDER CALL NOTICE No.1413 /Dt. 26.09.2017

Sealed tenders are invited under two bid systems from the registered and experienced service providers to provide services of Lab. Asst., Lab. Attendant, Supervisor, Security guards, Sweepers, Plumbers, Electricians, Gardeners, Bus Driver, and labourer for a period of one year with effect from the date of award of contract.

The detailed information for outsourcing the services of aforesaid manpower has been given in the Tender Document, which may be downloaded from our website www.gcekjr.ac.in. **The cost of the tender documents of Rs.500.00 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, GCE, Keonjhar payable at Keonjhar along with the technical bid.** The last date, time and place for submission of Tender documents by Speed/Regd. post on or before 26.10.2017(Thursday) upto 1.40PM in the office of 'The Principal, Government College of Engineering, Keonjhar, Jamunalia, Old Town, Keonjhar, 758002 (Odisha).

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

Sd/-
Principal

Memo No. 1414 Dt. 26.09.2017

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Principal
Government College of Engineering,
Keonjhar

contract may be further extended provided the requirement of GCE, Keonjhar for manpower persists 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 GCE, Keonjhar. The authority of GCE, Keonjhar however, reserves the 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 for the following manpower are:
 - (a) Lab. Asst. : 19 nos.
 - (b) Lab. Attendant : 10 nos.
 - (c) Security : 08 nos.
 - (d) Sweeper : 07 nos.
 - (e) Electrician : 02 no.
 - (f) Plumber : 02 no.
 - (g) Gardener : 01 no.
 - (h) Driver : 01 no.
 - (i) Supervisor : 01 no.

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

4. The tender has to be submitted 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 “**Tender for providing Manpower Services to Government College of Engineering, Keonjhar, Jamunalia, Old town, Keonjhar- 758002.**”
5. The Earnest Money Deposit (EMD) of Rs. 20,000/ -(Rupees Twenty thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft drawn in any Nationalised Bank in favour of **Principal, GCE, Keonjhar payable at Keonjhar** failing **which the tender shall be rejected summarily.**
6. The tendering Manpower Service Providers are required to enclose photocopies of the following documents(self attested by the party) , 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/Labour license of the applicant organization;
 - (b) Copy of PAN/GIR card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI registration certificates;
 - (e) Copy of the Service Tax registration certificate & GST certificate
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Police verification certificate

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 shall be opened on the scheduled date and time at 11.00 A.M. on 27.10.2017 in the Office chamber of Principal, GCE, Keonjhar in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
10. The Financial Bid of only those tenderers will be opened, whose Technical bids are found in order, in the presence of the representatives of the Manpower 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.
11. The authority reserves the right to reject any or all tenders without assigning any reason there of.

B. TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

1. **The Tendering Manpower Service Provider should fulfill the following technical specification.**
 - (a) The registered office or one of the branch offices of the manpower service provider must be located within the state of Odisha..
 - (b) They must be registered with the appropriate registration authority;
 - (c) They must have at least **three year's** experience in providing manpower to Government Departments,/ Semi Govt. Public Sector Companies/ Banks, etc;
 - (d) They must have their own Bank Account;
 - (e) They must be registered with Income Tax and Service Tax departments;
 - (f) They must be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They must have any other regulatory clearance (to be specified by the user) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement to be assessed by the user keeping in view the present contract.
 - (i) Execution of contracts of similar type (minimum value of Rs 20 lakhs during preceding 3 years)

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

1. She / he should be above 18 years of age and not exceeding 50 years.
2. The minimum qualification for Lab. Asst. is Diploma in respective Engg. Branch/ B.Sc.(for Basic Sc. Deptt.)
3. The minimum qualification of Supervisor is Graduation.
4. The minimum qualification Attendant is Matriculate
5. The minimum qualification of Electrical/Plumber is ITI.
6. The minimum qualification for Security , Sweeper, Gardener will be 7th Pass.
7. The Bus driver must have valid driving license.

**C) APPLICATION – TECHNICAL BID
For Providing Manpower Services to GCE, Keonjhar.**

1. Name of Tendering Manpower service Provider: _____
2. Details of Earnest Money Deposit and tender fee: DD
No. _____ date _____
of Rs. _____ drawn on Bank _____
3. Name of Proprietor / Partner/ Director: _____

4. Full Address of Registered : _____
Office _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____
5. Full address of Operating/ Branch Office (if any) : _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____
6. Name & Telephone no. of :
Authorized Officer/Person
for liaising.
7. Banker of the Manpower Service Provider :
(Attach certified copy of statement of
A/c for the last Three years)

Telephone Number of Banker :

8. Registration / Labour license No.: (Attach attested copy):
9. PAN / GIR No. (Attach attested copy) :
10. Service Tax Registration No/ GST No. (Attach attested copy):
11. E.P.F. Registration No. (Attach attested copy):
12. E.S.I.Registration No. (Attach attested copy):
13. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year Amount (Rs. Lacs) Remarks, if any

2014-2015

2015-2016

2016- 2017

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

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

Name:

Seal:

Date:

Place:

**D) APPLICATION – FINANCIAL BID
For Providing Manpower Assistance to GCE, Keonjhar**

1. Name of tendering 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.	Manpower Type	Monthly Rate per person *Take home remuneration	EPF (Both Employer & Employee service)	ESI (Both Employer & Employee service)	**Other statutory dues, if any	Own commission of the Service provider	Service Tax/GST	Total per person
1	2	3	4	5	6		7	9

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 Manpower Service Provider and the Authority.
4. The Manpower 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 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 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 personnel (Lab. Asst., Supervisor, Attendant, Security guards, Sweepers, Plumbers, Gardeners, Bus Driver and Electricians) to be deployed, their identity proof, qualification, EPF and ESI nos. before their deployment at GCE, Keonjhar. 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 GCE, Keonjhar they will be deployed. No staff should be assigned duty on two consecutive shifts.
8. The persons deployed may be called on beyond the normal working days to attend duty and shall be paid extra remuneration as per rates approved by the Authority on attending such duty.
9. The Manpower 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.
10. The entire financial liability in respect of manpower services deployed in GCE, Keonjhar shall be that of the Manpower Service Provider and GCE 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 Authority.
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 Authority, GCE, Keonjhar.
 12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority GCE, Keonjhar shall, in no way, be responsible for settlement of such issues whatsoever.
 13. GCE, Keonjhar 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.
 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 claim for any absorption in regular or other capacity in GCE, Keonjhar.
 15. The person deployed shall not be entitled to claim any benefit or compensation or absorption or regularization of deployment in the establishment of GCE, Keonjhar 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 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. *
 17. 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 responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
 19. 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 personnel to be deployed for Lab. Asst., Attendant, Supervisor, Security guards, Sweepers,

Electricians, Plumbers, Mali, Supervisor, Bus Driver & Gardeners should maintain discipline and behave properly inside the College Campus. During course of working, if the behaviour of any personnel is not found satisfactory or there is indiscipline by any personnel, the selected tenderer will immediately withdraw them and substitute will be replaced. Consumption of alcohol or any toxic materials are strictly prohibited inside the campus.

20. The Service Provider will provide dresses for the Security personnel deployed for the purpose.

Legal

20. 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.
21. 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 GCE, Keonjhar shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to GCE, Keonjhar 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.
23. The Manpower Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority or any other officer concerned or any other authority under Law.
24. 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 GCE, Keonjhar.

***Note:-Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, GCE, Keonjhar is put to any loss/obligation, monetary or otherwise, the Authority of GCE, Keonjhar 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.
26. 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. GCE, Keonjhar 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. If any loss or damage is caused to GCE, Keonjhar by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand) only refundable without interest, in the form of Demand Draft drawn in any Nationalized Bank in favour of the Principal, GCE, Keonjhar, payable at Keonjhar, failing which the tender shall be rejected out rightly.
28. 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.**
29. The successful tenderer has to submit the following within a week of award of contract and start the services within 15 days of the award failing which, the order will be stand cancelled and EMD/Security deposit shall be forfeited and the work will be awarded to the next lower party.
30. Documents to be submitted/ deposited within seven days of award of work. Following documents should be submitted by the work awardee within a week from date of award letter/LOI.
 - i) The Performance Security deposit is amounting to Rs. 20,000/- (Rupees Twenty thousand) only. For this, the EMD of Rs. 20,000/- will be converted into Security Deposit in the form of TDR. This is only to ensure the performance and satisfactory services of the bidder. This amount shall be adjusted as indemnities, if the contractor engaged fails/refuses to provide services as per specifications/requirements of GCE, Keonjhar at any time during the tenure of the contract. After satisfactory completion of the contract, this security deposit shall be returned to the contractor.
 - ii) The contractor should submit a signed copy of contract in the prescribed form obtainable from the office.
31. In case of breach of any terms and conditions attached to this agreement, the above Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Officer concerned in respect of the persons deployed and submit 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.
33. 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 along with the Account Number / Regd. Number of the said Lab. Asst., Attendant, Security Guards, Sweepers, Plumbers, Gardeners, Driver Mali, Supervisor and Electricians.

34. 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 by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
35. 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.
36. 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. In case of any negligence notified in the activities of the personnel and any loss .caused due to such negligence, the security deposit will be adjusted against the said loss and the tenderer will be asked to recoup the amount of deposit. In case of non-compliance of the above, the agreement shall be terminated without any notice.
37. 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, GCE, Keonjhar for his decision and the same shall be binding on all parties.
38. 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.
39. The successful bidder will enter into an agreement with GCE, Keonjhar for supply of suitable and qualified manpower as per requirement of GCE, Keonjhar on the above terms and conditions. The number of Lab. Asst., Supervisor, Attendants, Security guards, Sweepers, Plumbers, Electricians, Gardeners, Driver & labourers may be changed by the second party as per the requirement.
40. Background of Contractor.

A. Schedule of Employees/staff

Annexure

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

Date
Place

Signature of the Tenderer

1. Schedule of fees/Rates for services.

Scheduled Fees/Rates.

Sl.No.	Type of Personnel	Based on minimum wages as on Seot,2017	Rate inclusive of all as per Para-5.

Date
Place

Signature of the tenderer

F) CRONOLOGICAL ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical bid
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of the PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of service Tax /GST registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I registration letter/ certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in Sl. No. 13 of Technical Bid application;
- 11. Copy of the terms and conditions at pages..... In Tender Document with each page duly signed and sealed by the authorised signatory of the agency in token of their acceptance.**

DOCUMENTS TO BE SUBMITTED BY THE SUCESSFULLY AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower shortlisted by agency for development in OSIC containing full Details with police verification i.e. date of birth, material status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other relevant documents.