



## GOVERNMENT COLLEGE OF ENGINEERING, KALAHANDI

At: K.Bandhopala, PO: Risigaon, Dist: Kalahandi

Bhawanipatna - 766002, Odisha

No.

Date- 08.07.2019

### TENDER CALL NOTICE

Sealed tenders are invited under two bid systems from the registered and experienced service providers to provide services of **Technical Manpower** for different laboratories of the College for **a period of one year** with effect from the date of award of contract. The detailed information is given in the Bid Document for this outsourcing service, which may be downloaded from our website [www.gcekbpatna.ac.in](http://www.gcekbpatna.ac.in). **The cost of the tender documents of Rs. 590.00 and an EMD of Rs.10,000.00 (Rupees ten thousand only) should be submitted separately in form of Demand Draft drawn in any Nationalized Bank in favor of Principal, Government College of Engineering Kalahandi payable at Bhawanipatna along with the technical bid.** The interested bidders are requested to submit bid documents by speed post / registered post so as to reach **The Principal, Government College of Engineering Kalahandi, Bhawanipatna, At -- Banopala, PO – Risigaon, Kalahandi – 766002** on or before **08.08.2019**. The last date and time of receipt of the Bid is **08.08.2019** up to 5 PM.

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

Sd/-  
Principal

# BID DOCUMENTS FOR OUTSOURCING OF TECHNICAL MANPOWER SERVICES



## GOVERNMENT COLLEGE OF ENGINEERING, KALAHANDI, BHAWANIPATNA

*(A Constituent College of Biju Patnaik University of Technology, Odisha)*

Approved by All India Council of Technical Education, New Delhi

At: Bandopala Po: Risigaon, Dist. - Kalahandi Pin: 766002

Phone: 06670 - 226501,

Website: [www.gcekbpatna.ac.in](http://www.gcekbpatna.ac.in) , E-mail ID: [principalgcek@gmail.com](mailto:principalgcek@gmail.com)

## **BIDDER'S COVERING LETTER**

To,  
The Principal,  
Government College of Engineering Kalahandi, Bhawanipatna  
Kalahandi - 766002.

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 GCEKs 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 Authorized Signatory .....

In the capacity of .....

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

# **BID DOCUMENTS FOR OUTSOURCING OF TECHNICAL MANPOWER SERVICES**

**Government College of Engineering Kalahandi, Bhawanipatna**, invites sealed tender under two bid systems i.e. Technical and Financial Bid for outsourcing the Technical Manpower services for the different Department of the College for a period of one year.

## **Tender Schedule**

<b>Sl. No.</b>	<b>Activity</b>	<b>Date</b>
1	Last Date and time of Tender: Document Submission	Dt. 08.08.2019 (Thursday) up to 05.00 PM
2	Opening of Technical Bids	Dt. 09.08.2019 (Friday) at 11.00 AM in the Office chamber of Principal, GCEK, Bhawanipatna.
3.	Opening of Financial Bids of eligible Bidders	Dt. 10.08.2019 (Saturday) at 11.00 AM in the Office chamber of Principal, GCEK, Bhawanipatna.

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

## **CONTENTS OF BID DOCUMENT**

### **Sl. No      Description of contents**

- A. Technical Man Power Requirements on outsourcing
- B. Technical Specification for Man Power to be deployed by the successful service provider
- C. General instructions for bidders
- D. Technical requirements for the tendering service provider
- E. Tender Application – Technical bid
- F. Tender Application – Financial bid
- G. Terms and Conditions
- H. Check list of documents

## A. MAN POWER REQUIREMENTS ON OUTSOURCING

Sl. No.	Service	No. of persons per day
1	Technical Assistant in Civil Engg.	2
2	Technical Assistant in Electrical Engg.	2
3	Technical Assistant in Mechanical Engg.	2
4	Technical Assistant in Computer Sc. & Engg.	2
5	Laboratory Assistant in Physics Dept.	1
6	Laboratory Assistant in Chemistry Dept.	1
7	Librarian	1
8	Workshop Instructor	1
9	System Administrator	1
10	Junior Engineer	1

## B. TECHNICAL SPECIFICATION FOR MAN POWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER

The Man Power to be provided must have the following qualifications:

### 1. Technical Assistant in Civil Engg.

**Job Description:** The candidate will be involved in different laboratory classes of Civil Engg. Department for demonstration of experiments, preparation of specimen, maintenance of labs equipments, preparation of lab manuals, maintaining Stock Registers etc.

**Essential Educational Qualification:** Must possess a Diploma or higher Degree in Civil Engg. from a recognized University with basic Computer Skill.

**Desirable:** Knowledge of AUTOCAD, STAADPro software is desirable.

### 2. Technical Assistant in Electrical Engg.

**Job Description:** The candidate will be involved in different laboratory classes of Electrical Engg. Department for demonstration of experiments, preparation of specimen, maintenance of labs equipments, preparation of lab manuals, maintaining Stock Registers etc.

**Essential Educational Qualification:** Must possess a Diploma or higher Degree in Electrical Engg. from a recognized University with basic Computer Skill.

**Desirable:** Knowledge of LABVIEW, MATLAB, CYME software is desirable.

### 3. Technical Assistant in Mechanical Engg.

**Job Description:** The candidate will be involved in different laboratory classes of Mechanical Engg. Department for demonstration of experiments, preparation of

specimen, maintenance of labs equipments, preparation of lab manuals, maintaining Stock Registers etc.

**Essential Educational Qualification:** Must possess a Diploma or higher Degree in Mechanical Engg. from a recognized University with basic Computer Skill.

**Desirable:** Knowledge of AUTOCAD, ANSYS and SOLIDWORKS software is desirable.

#### **4. Technical Assistant in Computer Sc. & Engg.**

**Job Description:** The candidate will be involved in different laboratory classes of Computer Sc. & Engg. Department for providing assistant to students during lab hours, Maintenance of LAN, performing basic computer programming, maintenance of labs, preparation of lab manuals, maintaining Stock Registers etc.

**Essential Educational Qualification:** Must possess a Diploma or higher Degree in Computer Sc. & Engg. from a recognized University.

**Desirable:** Knowledge of C, C++, Java, Oracle etc. is desirable.

#### **5. Laboratory Assistant in Physics Dept.**

**Job Description:** The candidate will be involved in Physics laboratory classes. The nature of the job is to demonstrate experiments, prepare specimen, maintain lab equipments, prepare of lab manuals, maintain Stock Register etc.

**Essential Educational Qualification:** Must possess a Bachelor Degree in Science from a recognized University with basic Computer Skill.

**Desirable:** Bachelor Degree with Physics Honors is desirable.

#### **6. Laboratory Assistant in Chemistry Dept.**

**Job Description:** The candidate will be involved in Chemistry laboratory classes. The nature of the job is to demonstrate experiments, prepare sample, maintain lab equipments, prepare of lab manuals, maintain Stock Register etc.

**Essential Educational Qualification:** Must possess a Bachelor Degree in Science from a recognized University with basic Computer Skill.

**Desirable:** Bachelor Degree with Chemistry Honors is desirable.

#### **7. Librarian.**

**Job Description:** The candidate will be involved in a variety of duties like automation of Library and including acquisition of books and periodicals, data entry of bibliographic details of books, cataloging of books in the database, circulation related duties (issue and return of books ), generating statistical reports for print periodicals, etc.

**Essential Educational Qualification:** Must possess a Bachelor Degree in Library Science from a recognized University & with Computer Skill.

**Desirable:** Knowledge of library software, e-resources and databases is desirable.

## **8. Workshop Instructor**

**Job Description:** The candidate will be involved in the workshops to carry out fabrication job, assist the students in their project work, maintain a safe and clean working environment in the workshop, Maintain metalworking machines and tools, prepare of lab manuals, maintain Stock Register etc.

**Essential Educational Qualification:** Must passed Vocational Certificate Course (Preferable ITI in Fitter trade)

**Desirable:** Knowledge of machining, welding with fabrication work is desirable.

## **9. System Administrator**

**Job Description:** The candidate will be involved in:

- i. Maintenance of system.
- ii. Preventive measure of hardware, software, PC, Printer, Laptop & Peripherals including networks.
- iii. To diagnose, troubleshoot and recommend solutions, determine the root cause of chronic issues, configuring and trouble shooting.
- v. Maintenance of e-resources.

**Essential Educational Qualification:** He/ She should preferably possess Diploma/ B. Tech. / B.E.in Computer Science/Computer Engineering/Information Technology OR MCA (Masters' in Computer Application) OR Graduate with PGDCA.

**Desirable:** Experience in administration of large size databases and applications; Working knowledge of computer networks and web hosting.

## **10. Junior Engineer**

**Job Description:**

The candidate will be involved in service and maintenance work of the college as well as Hostels such as checking, repairing and servicing machinery, equipment, systems, Power supply and infrastructures.

**Essential Educational Qualification:** Must possess a Diploma or higher Degree in Electrical Engg. from a recognized University with minimum 2 years experience in maintenance work of any college/ University/Industry.

## **C. GENERAL INSTRUCTIONS FOR BIDDERS**

1. **Principal, GCEK, Bhawanipatna-766002** (herein after called “**Authority**”) requires the services of reputed, registered, well established and financially sound Manpower Provider having experience in providing Technical Manpower in

different Laboratories of the College (herein after called “**Service Provider**”) to provide manpower for initially a period of one year w. e. f. the date of effectiveness of the agreement on award of contract likely to commence from August 2019.

2. The period of the contract may be further extended as per the requirement of the authority depending on the performance report 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 violating any one of the executed terms & conditions as laid down in contract agreement or because of change in the requirements of GCEK, Bhawanipatna. The authority of GCEK, Bhawanipatna however, reserves right to terminate this contract at any time after giving 30 days notice to the selected Service Provider.
3. The bids are invited under two bid system **i. e. (i) Technical Bid and (ii) Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes superscribing “**Technical Bid for Providing Technical Manpower Services**” and “**Financial Bid for Providing Technical Manpower Services**”. Both the sealed envelopes should be kept in a third sealed envelope superscribing “**Bids for Providing Technical Manpower Services**” and sent to **the Principal, GCEK, Bhawanipatna At: Bandopala, PO: Risigaon, Kalahandi-766002** by Registered post/Speed post only.
4. **The cost of the bid documents of Rs.590.00(Non Refundable) and an EMD of Rs.10,000.00 (Rupees ten thousand only)** should be submitted separately in form of Demand Draft drawn in any **Nationalised Bank in favour of Principal, Government College of Engineering, Kalahandi, Bhawanipatna payable at Bhawanipatna 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.
5. The Service Providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered under any circumstances.**
  - (a) Copy of the GST Registration Certificate of the Service Provider issued by the competent authority
  - (b) Copy of PAN/GIR card
  - (c) Copy of the IT returns filed and Audit Certificates for the last year
  - (d) Copy of the Balance Sheet and P & L Account for the last two consecutive financial years certified by the Chartered Accountant
  - (e) Copies of EPF and ESIC Registration Certificates
  - (f) Copy of the Labour License/Registration under the Contract labor (Regulation & Control) Act,1970
  - (g) Certified extracts of the Bank Account containing transactions during last two consecutive financial years
  - (h) Experience certificate of providing **Manpower Services** to Government Department /PSUs/ other reputed agencies, etc

- (i) Evidence of availability of training facility and service equipments and gadget in the form of an Undertaking
  - (j) An undertaking to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted any where
  - (k) Copy of the terms and conditions with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.
6. **The conditional bids shall not be considered and will be rejected outright in very first instance.**
7. 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 supported by initial of the person authorized to sign the tender bids.
8. 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 authorization letter in the format given in bid document.
9. 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 Tenderer/their authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The name of the technically qualified service provider will be notified in the Notice board 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.
10. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

## **D. TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER**

1. **The Tendering Service Provider should fulfill the following minimum technical specification.**
- a) The Bidder may be a Proprietary firm/ Partnership firm/ LGCEKed Company/ Corporate body legally constituted. They should be registered with the appropriate registration authority.

- b) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Office
- c) The Service Provider should have at least **Two Years of** experience in providing **Manpower Services** to Government Departments/ Government undertakings/Public Sector Companies/ Banks, Institutes, Colleges, Universities etc. The Service Provider should have executed **minimum one such manpower deployment contract** in Odisha during the preceding **two** year period.
- d) The bidder organization should be a profit making one in the preceding two financial years. They should have their own Bank Account.
- e) There should be no case (either criminal or litigation) pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
- f) The bidder shall have the following Registrations as evidenced by the self attested copies of the relevant certificates.
  - (i) EPF Registration
  - (ii) ESIC Registration
  - (iii) GST Registration They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- g) They should have any other regulatory clearance (to be specified by the user) that may be required for providing manpower services.

## E. TENDER APPLICATION – TECHNICAL BID

(For Providing Technical Manpower Services for different laboratories of GCEK, Bhawanipatna)

1. Name of Tendering Service Provider:- \_\_\_\_\_
2. Name of Proprietor / Partner/ Director: \_\_\_\_\_
3. Full Address of Registered \_\_\_\_\_  
: Office \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
4. Full address of Operating/ Branch Office (if any) :\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_.
5. Name & Telephone no. of : Authorized Officer/Person for liaisoning.
6. Banker of the Service Provider : (Attach certified copy of statement of A/c for the last two years)
7. Telephone Number of Banker :
8. Details of Earnest Money Deposit : DD No.\_ \_\_\_\_\_ date \_\_\_\_\_  
of Rs.\_ \_\_\_\_\_ drawn on Bank \_\_\_\_\_
9. Registration / Labour license No.: (Attach self attested copy):
10. PAN / GIR No. (Attach self attested copy) :
11. GST Registration No. (Attach self attested copy):
12. E.P.F. Registration No. (Attach self attested copy):
13. E.S.I. Registration No. (Attach self attested copy):
14. Supported documents duly issued by the appropriate authority on deposit of EPF, ESI & GST etc.
15. Financial turnover of the tendering **Service Provider** for the last 2 Financial Years.

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

2016-2017

2017- 2018

16. Supported document with regard to turn over per annum duly issued by the Income Tax authority. (Form-16).

17. Give details of the minimum one similar contract handled by the tendering Service Provider during the last two consecutive years in the following format.

Sl. No.	Name of the client, address, Telephone & Fax No.	Type of manpower provided	Nos. of manpower provided	Duration contract		Amount of contract (Rs. Lacs)
				From	To	

18. Additional information, if any (Attach separate sheet, if required)

Date:

Signature of authorized person

Place:

Name:

Seal:

## F. TENDER APPLICATION – FINANCIAL BID

**(For Providing Technical Manpower Service for different laboratories in GCEK, Bhawanipatna)**

1. Name of tendering Manpower Service Provider:
  
2. Monthly consolidated remuneration per person (8 hours per day) as per Finance Department order No. – 28090/ F/ Dt. 22.09.2017 for each category of manpower will be submitted in the prescribed format given below.

Sl. No.	Manpower Type	Monthly consolidated remuneration per person (in Rupees)	EPF (in Rupees)		ESI (in Rupees)		Other Statutory dues if any per Person per month (in Rupees)	Service charge per Person per month (in Rupees)	GST per Person per month (in Rupees)	Total Chargeable Amount per Person per month (in Rupees)	Total Home take per Person per month (in Rupees)
			Employee share	Employer Share	Employee share	Employer Share					
1	2	3	4	5	6	7	8	9	10	11	12
1	Technical Assistant in Civil Engg.										
2	Technical Assistant in Electrical Engg.										
3	Technical Assistant in Mechanical Engg.										
4	Technical Assistant in Computer Sc. & Engg.										
5	Laboratory Assistant in Physics Dept.										
6	Laboratory Assistant in Chemistry Dept.										
7	Librarian										
8	Workshop Instructor										

9	System Administrator										
10	Junior Engineer										

Date:

Signature of authorized person

Name:

Place:

Seal:

**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 end of the calendar month only for which duty has been performed by each man power.
3. The payment of one month will be released only after submission of proof of previous month payment to the beneficiaries.

## **G. TERMS AND 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 contract 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.  
  
(b) The selected tenderer shall submit the list of the name of the Manpower to be deployed, their identity proof, qualification, EPF and ESI account nos. before their deployment at GCEK, Bhawanipatna. 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 GCEK, Bhawanipatna they will be deployed. No staff should be assigned duty on two consecutive shifts if shift duty is allotted.
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 Service Provider shall nominate a coordinator/supervisor whenever/ if required, 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 services deployed in GCEK, Bhawanipatna shall be that of the Service Provider and GCEK, Bhawanipatna 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. All the personnel supplied by the service provider have to be approved by the college authority. The college authority may ask to change some or all manpower supplied by the service provider which the service provider is bound to comply.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority GCEK, Bhawanipatna shall, in no way, be responsible for settlement of such issues whatsoever.
13. GCEK, Bhawanipatna 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 Service Provider shall not be entitled to claim for any absorption in regular or other capacity in GCEK, Bhawanipatna.
15. The person deployed shall not be entitled to claim any benefit or compensation or absorption or regularization of deployment in the establishment of GCEK, Bhawanipatna 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 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 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.
18. 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 personnel to be deployed for the College 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 service provider will immediately withdraw them and substitute will be replaced. Consumption of alcohol or any toxic materials are strictly provided inside the campus.
19. Every person provided by the service provider, while on active duty, will wear and display the **photo identity card issued by the Authority**.
20. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to the Principal, GCEK, Bhawanipatna and maintain liaison with the police. FIR will be lodged by officials of GCEK, Bhawanipatna,

wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.

## **LEGAL**

21. 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.
22. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum remuneration payable to different types of worker in respect of the persons deployed by it in GCEK, Bhawanipatna. GCEK, Bhawanipatna shall have no liability in this regard. The service provider 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
  - V) The Payment of Gratuity Act, 1972
  - VI) The Employees State Insurance Act, 1948
  - VII) The Employment of Children Act, 1938
  - VIII) The Minimum Wages Act, 1948
22. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to GCEK, Bhawanipatna to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self attested Xerox copies of such documents shall be furnished to the Authority.
23. The Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of GCEK, Bhawanipatna 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 6 Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by GCEK, Bhawanipatna.
25. 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 GCEK, Bhawanipatna. 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.
26. The Agreement is liable to be terminated because of non-performance, deviation of any terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. GCEK, Bhawanipatna 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.
27. The decision of The Principal, GCEK, Bhawanipatna in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

28. 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.
29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid shall be returned to them without any interest. **In case of successful tenderer, if the agency fails to deploy the required manpower against the requirement within 15 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
30. The successful tenderer will have to deposit a **Performance Security Deposit of Rs 2,00,000/- (Rupees two lacs only)** in the form of Bank Guarantee from any Nationalized Bank in favour of **The Principal, Government College of Engineering, Kalahandi, Bhawanipatna** 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.
31. 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 GCEK, Bhawanipatna by the persons deployed, the same shall be recovered from the unpaid bills of Service Provider or adjusted from the Performance Security Deposit.
32. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum remuneration rate prescribed by the Government to **their respective bank 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.
33. The 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.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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 manpower.
35. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, remuneration, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Principal, GCEK, Bhawanipatna shall not be **liable to bear any expense in this** regard. The Agency shall make payment of remuneration of a month to manpower engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Principal GCEK, Bhawanipatna 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, GCEK, Bhawanipatna is put to any loss/obligation, monetary or otherwise, the Authority of GCEK, Bhawanipatna 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.
36. **Price Escalation:** No request or claim for price escalation on any ground shall be entertained during tenure of the contract. However, only enhancement of minimum

rates of remuneration if notified by the State Govt. during the contract period may be considered.

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, GCEK, Bhawanipatna 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 GCEK, Bhawanipatna for supply of suitable and qualified manpower as per requirement of GCEK, Bhawanipatna on the above terms and conditions. The number of manpower may be changed by the second party as per the requirement. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
40. Documents to be submitted by the successful agency before deployment of Man Power
  - a. List of Manpower shortlisted by agency for deployment in GCEK, Bhawanipatna containing full details. I.e. name, date of birth, marital status, address with mobile/phone no., educational qualification, height, weight, etc.
  - b. Bio-data of all persons along with good police records and no criminal case should be pending against them..
  - c. Any other document considered relevant.

### **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.
4. There is no criminal case pending with Police against our firm and our firm is not blacklisted anywhere in Odisha.

Date  
Place

Signature of authorized person  
Name:  
Seal:

## H. CHECK LIST OF DOCUMENTS

Sl. No.	Document	Remarks
1	Bidder's Covering Letter in the format given in Bid Documents	
2	Sealed cover containing Technical Bid	
3	Cost of Bid Document in form of DD	
4	EMD in form of DD	
5	Self attested copy of registration of agency	
6	Certified copy of the statement of bank account of agency for last two years	
7	Self attested copy of the PAN / GIR Card	
8	Self attested copy of the latest IT return filed by agency	
9	Self attested copy of GST registration certificate	
10	Self attested copy of the P.F. registration letter/ certificate	
11	Self attested copy of the E.S.I registration letter/ certificate	
12	Certified documents in support of entries in Sl. No. 15 of Technical Bid application towards financial turn over	
13	Copy of the P/L account	
14	Experience certificate of last 2 years	
15	Financial Bid in the given format in sealed cover	
16	Copy of the terms and conditions from page no. 11 to 16 in Bid Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance	