

UTKALA GOURAVA MADHUSUDAN INSTITUTE OF TECHNOLOGY



TENDER DOCUMENT FOR PROVIDING SERVICES OF MANPOWER ON CONTRACT (OUTSOURCED) BASIS

UGMIT, Rayagada, Behind SP Office Rayagada, Dist-Rayagada-765001

GOVERNMENT OF ODISHA

U.G.M.I.T, Rayagada

TENDER DOCUMENT

IMPORTANT INFORMATION TO THE BIDDER

For Providing Services of Data Entry Operator, Watchman, Attendant, Sweeper, Matron & Gardener to UGMIT, Rayagada by Private Manpower Service Provider

- (A) Availability of tender document : Rayagada District website i.e. **www.rayagada.nic.in** and UGMIT Rayagada-765001 website i.e. **ugmit.org** and DTET website **www.dtetodisha.gov.in**
- (B) Date of issue of Tender Document : From 16/06/2022 to 05/07/2022
- (C) Last date and time for submission of Tender documents by Speed Post/Registered Post : 5.00 PM of 05/07/2022
- (D) Cost of the Tender Paper : Rs 6,000/-Rupees Six Thousand+ GST @ 18% Non-refundable to be deposited in shape of Demand Draft along with Technical Bid
- (E) Date, Time and Venue of opening of Tender documents
- Date and Time : 06/07/2022 at 11.30AM
- Venue : The Principal Chamber, UGMIT ,Rayagada Behind S.P Office Rayagada, Rayagada-765001
- (F) Likely date for commencement of Deployment of required manpower : 02/08/2022

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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. UGMIT Rayagada-765001, Rayagada-765001 requires the services from reputed, well established and financially sound Manpower Service Providers to provide services of Watchmen, Sweepers, Data Entry Operators, Gardner, Attendant and Matron on contract basis for day to day work of UGMIT Rayagada-765001& hostels.
2. The contract for providing the aforesaid manpower is likely to commence from 02/08/2022 and would continue till 01/08/2023, provided the requirement of the UGMIT Rayagada-765001 for manpower persists at that time or may be curtailed/ terminated before 01/08/2023 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the UGMIT Rayagada-765001's requirements. The authority, however, reserves the right to terminate this initial contract at any time after giving two week's notice to the selected Service Provider.
3. **This UGMIT Rayagada-765001 has tentative requirement for 03 nos of Watchmen, 01no of Data Entry Operator, 01 number of Matron, 02 number of Attendant(one lady attendant),02 nos of Gardener and 2nos of Sweeper (one lady sweeper). The estimated cost of the contract is approximately Rs. 19,000,00/- (including EPF,ESI &GST) .The interested Manpower Service Providers may submit the tender document by Regd. Post, complete in all respects & Cost of tender paper of Rs 6,000/(Rupees Six Thousand) + GST @ 18% nonrefundable in shape of bank draft drawn in favour of PRINCIPAL , UGMIT, Rayagada and other requisite documents in order to reach Principal, UGMIT Rayagada-765001, Dist-Rayagada-765001 by Registered Post on or before 05/07/2022 at UGMIT, Rayagada by 5 PM. The cost of Tender document of Rs 6,000/-(Rupees Six Thousand) + GST @ 18% shall be accompanied with the tender document otherwise the tender document will be rejected.**
4. The various crucial dates relating to "Tender for Providing Manpower Services to the UGMIT Rayagada-765001 i.e. UGMIT, Rayagada" are cited as under.
 - (a)Period of download of Tender Document: From 16.06.22 to 05.07.22
 - (b)Date for submission of Tender by Regd Post: From 16.06.22 to 05.07.22 (5PM)
 - (c)Date and time for opening of Technical Bid: 06.07.22. (11.30 AM)
 - (d)Date and Time for opening of Financial Bids of eligible Tenders and selection: 11.07.22(11.00 AM)
 - (e) Likely date for commencement of Deployment of Required Manpower: 02.08.22

5. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing “**Technical Bid for Providing Manpower Services to UGMIT, Rayagada**” and “**Financial Bid for Providing Manpower Services to UGMIT, Rayagada**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to UGMIT, Rayagada**”.
6. Conforming to the Guideline of Finance Department communicated vide their Memorandum No 8943 Dated 18/03/2021 and No 8484 Dated 05/04/2022 the Bider should furnish “**Bid Security Declaration Form**” in Annexure-C addressing to Principal UGMIT Rayagada failing which the tender shall be rejected summarily
7. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.57,000/- (Rupees Fifty seven thousand)** in the form of Bank Guarantee or Cheque from any Nationalized Bank drawn in favour of **Principal, UGMIT, Rayagada** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
8. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self attested by him), 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 of the Applicant's Organization
 - (b) Documentary proof of the registered office or one of the Branch offices of the Manpower Service Providers located in Rayagada Headquarters (Documentary proof required).
 - (c) Documentary proof of 03 Years experience in providing manpower service to State Government /Central Government/ PSU on similar work.
 - (d) Copy of the Bank Pass Book in the name of the Organization along with bank statement containing transactions made during last 3 (three) financial years
 - (e) Copy of PAN/GIR card
 - (f) Copy of the IT return filed for the last three financial years .
 - (g) Copy of valid Goods and Service Tax registration certificate and return as on 31/03/2022.
 - (h) Copies of EPF and ESI registration Certificates.
 - (i) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of April & May'2022
 - (j) Copy of ESI return as on Mach'2022 and e-challan of ESI for the month of April & May2022.

- (k) Copy of valid Contract Labour License(R&A) Act. 1970
- (l) Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 20.00lakh in the each FY 2019-20, 2020-21, 2021-22.
- (m) Copy of contract on similar work worth of Rs.10.00 Lakhs in each FY2019-20, 2020-21, 2021-22.
- (n) The Bidder should not have been black listed by any Govt. officials.
- (o) Demand Draft amounting to Rs. 6,000/-(Rupees Six Thousand) + **GST @ 18%** towards purchase of tender paper (Non Refundable)(even if the Tender is cancelled).
- (p) Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified Bids will not be opened.

9. The Tender documents shall be opened on the scheduled date and time **on 06/7/2022 at 11.30 AM in the Principal's Chamber of UGMIT Rayagada-765001** in presence of the representatives of the Manpower Service Providers.
10. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened on **11.07.2022 in the office Chamber of Principal, UGMIT, Rayagada**, in the presence of the representatives of the eligible Manpower Service Providers, if any, who wish to be present on the spot at that time.
11. 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 initialed by the person authorized to sign the tender bids.
12. The qualified Bidder shall sponsor the candidates with a ratio of 1:3 for DEO post and the candidates will have to go for a Computer Skill test to be conducted by the UGMIT Rayagada-765001 itself and the qualified candidates only shall be deployed
13. The Competent Authority of the UGMIT Rayagada-765001 reserves the right to reject all bids without assigning any reasons thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications
 - (a) 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 Rayagada District along with documentary proof.
 - (c) They should have at least three years experience in providing manpower to State Government/Central Government/ PSU on similar work.
 - (d) They should have own Bank Account.
 - (e) They should have been registered with Income Tax Deptt. and have filed IT-Return for Financial 2019-20, 2020-21, 2021-22.
 - (f) They should have registered Goods and Service Tax and return as on 31/03/2022.
 - (g) They should have been registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to May-2022.
 - (h) They should have been registered with appropriate authorities under Employees State Insurance Acts and obtained return upto March-2022 and e-challan on ESI up to May-2022
 - (i) They should have obtained valid Contract Labour License(R&A) Act.1970 any other regulatory clearance that may be required for providing manpower.
 - (j) They should have a minimum annual turnover of 20.00lakh in the each FY 2019-20, 2020-21, 2021-22.
 - (k) Execution of contract on similar work worth of Rs. 10.00 Lakhs in each FY 2019-20, 2020-21, 2021-22.
 - (l) They should not have been black listed by any Govt. officials.

**Qualification of Manpower to be Deployed By the Successful
Manpower Service Providing Agency at UGMIT, Rayagada**

1. He/She should be above 21years of age and not exceeding 42years as on 02/08/2022.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline with Computer knowledge. The Data Entry Operator should have a typing speed of 60 Words per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function with minimum of one / two years experience. Higher extra qualifications are preferable.
3. The minimum education qualification for sweeper will be 7th pass, with at least Two years' experience in the relevant field supported with documentary Experience certificate.
4. The minimum education qualification for Watchman will be 12th Pass , should have minimum height of 5 feet 6 inch with at least five years security guard experience supported with documentary Experience certificate.
5. The minimum education qualification for attendant will be graduation, with at least Two years experience in the relevant field supported with documentary Experience certificate.
6. The minimum education qualification for Matron will be graduation with at least Two years experience in the relevant field supported with documentary Experience certificate.
7. The minimum education qualification for gardener will be 12th pass, with at least Two years experience in the relevant field supported with documentary Experience certificate.

AGREEMENT

The Agreement is made on this _____ day of between The Principal, UGMIT, Rayagada _____, here-in-after referred to as the “Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in-after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “one number DEO, two numbers of sweeper, three nos of Watchman, one number of Matron ,two number of attendant, two number of gardener” are required in UGMIT Rayagada-765001;

And whereas the “_____” the “Manpower Service Provider” has offered its willingness to the authorities in conformity with the Provisions of the agreement;

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Manpower Service Provider”.

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "Outsourcing personnel" in the UGMIT. Rayagada in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to **01/08/2023**.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above

Signature of the officer authorized to
sign on behalf of Manpower Service
Provider

Signature of the officer/ authorized officer
acting in the premises and on behalf of the
Principal, UGMIT Rayagada

In the presence of witness:-

Witness

Witness

1. Name:
Address:

1. Name:
Address:

2. Name:
Address:

2. Name:
Address:

**Application for Technical Bid
For Providing Manpower Services at UGMIT Rayagada-765001**

1. Name of the Tendering Manpower Service Provider:
2. Name of Proprietor/Partner/Director:.....
3. Full Address of the Registered Office:
.....
Telephone No.:Fax No.:.....
E-mail Address:.....
4. Full Address of the Operating /Branch Office (attaché documentary Proof)
.....
Telephone No.:Fax No.:.....
E-mail Address:.....
5. Name and Telephone No. of Authorized officer/Person to liaise with Field Office(s)
.....
6. Banker of Manpower Service Provider (Attach certified copy of the statement of A/C for the last Three years)
.....
7. PAN/GIR No.:(Attach attested copy):.....
8. Goods and Service Tax Registration No.(Attach attested copy):.....
9. EPF Registration No.(Attach attested copy):.....
10. ESI Registration No.(Attach attested copy):.....
11. Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Year on similar contract.

Financial Year	Amount(in Lakhs)	Remarks(if any)
2019-20		
2020-21		
2021-22		

12. Give the detail information of the similar contracts handled by the tendering Manpower Service Provider during the last three years i.e. FY 2019-20, 2020-21, 2021-22 in the following format.

Sl. No.	Name of the Client, Address, Telephone No. & Fax No.	Manpower Service Provided Similar works		Amount of Contract (Rs. In lakhs)	Duration of Contract	
		Type of Manpower Provided	Nos		From	To

(If the space provided is insufficient, a separate sheet as per above prescribed format may be attached annexed with the Technical Bid)

13. Affidavit that the firm has not been black listed by any Govt. organization.

14. Additional Information if any(Attach Separate Sheet, if Required)

Date:...../...../20.....

Place:.....

Signature of the Authorized Person

Name:.....

Seal:.....

DECLARATION

1. ISon/Daughter /Wife of
Shri..... Proprietor/Partner/
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.

Date:...../...../20.....

Place:.....

Signature of the Authorized Person

Name:.....

Seal:.....

APPLICATION-FINANCIAL BID**For Providing Manpower Services at UGMIT Rayagada-765001**

1. Name of the Tendering Manpower Service Provider:-

.....

2. Rate per person per month (08hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	*Remuneration	Monthly rate per Employee					Total per Person
			Employer Share of EPF	Employer Share of ESI	Other Statutory dues(if any)	Service Charge	Goods & Service Tax	
1.	Data Entry Operator	Rs.11100.00 (Rupees Eleven thousand one Hundred only)						
2	Watchman	Rs . 10100 (Rupees Ten thousand one hundred only)						
3	Attendant	Rs . 10100 (Rupees Ten thousand one hundred only)						
4	Sweeper	Rs . 10100 (Rupees Ten thousand one hundred only)						
5	Gardener	Rs. 10500 (Rupees Ten thousand five hundred only)						
6	Matron	Rs. 10900 (Rupees Ten thousand nine hundred only)						

Date:...../...../20.....

Place:.....

Signature of the Authorized Person

Name:.....

Seal:.....

[*] Remuneration mentioned above include the EPF & ESI share of Employee

Note

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 subject to submission of documents as given below.
 - (A) **1st Month Payment made in second month**- Only proof of payment to manpower
 - (B) **2nd and subsequent Month Payment** – (i) Proof of Payment made to the employee. (ii) Proof of deposit of statutory dues, EPF/ESI. (iii) Proof of Payment of GST
3. Tender of the Bidder quoted less remuneration than the remuneration mentioned above will be rejected.
4. As Office of the Principal UGMIT Rayagada-765001 is to deduct TDS(IT) @ 2% of gross bill amount, the Service Charges quoted should not be less than 2% of the gross amount. Bid of the Bidder quoting less than 2% of the gross amount as service charges will be rejected
5. The Bidder has to submit the calculation sheet of EPF and ESI
6. EPF, ESI, Service Tax is to be calculated as per existing rules. Evaluation Committee of UGMIT is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, Service Tax rate while determining the lowest-01(L1) bidder. In this regard the decision of Principal UGMIT, Rayagada is final and binding to all the bidder.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application Form -Technical Bid
2. Registration certificate of the applicant's organization
3. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Rayagada District.
4. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government/ PSU on similar work
5. Copy of Bank Pass Book in the name of the Organization along with Bank Statement containing transactions made during the year 2019-20,2020-21,2021-22
6. Copy of PAN/GIR Card.
7. Copy of the IT return filed for the last three financial years 2019-20, 2020-21,2021-22.
8. Copy of valid Goods and Service Tax(GST) registration certificate and return as on 31/03/2022
9. Copy of EPF and ESI registration certificates
10. Copies of the EPF Electronic Challan Returns (ECR) and remittance conformation slip for the month of May-2022.
11. Copy of ESI return as on March-2022 And e-challan of ESI for the month of May-2022
12. Copy of valid Contract labour License(R&A) Act.1970
13. Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 20.00 lakhs (enumerated in Para 8(l) of the Scope of Work of the tender document) in the FY 2019-20,2020-21,2021-22.
14. Copy of single contract on similar work (Data Entry/ Computer related works) worth Rs. 10.00lakhs in 2019-20,2020-21,2021-22 (enumerated in Para 08(m) of the Scope of Work of the tender document).
15. Affidavit to the effect that the firm has not been black listed by any Govt. official.
16. EMD as mentioned in Para 06 of the Scope of Work of the tender document in shape of Demand Draft.
17. Demand Draft amounting to Rs. 6,000/- + GST @18% (non-refundable) towards tender paper cost downloaded from website.
18. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and condition of the Bid.

**DOCUMENTS TO BE SUBMITTED BY THE SUCESSFUL AGENCY BEFORE
DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by the agency for deployment in UGMIT Rayagada-765001 along with their Full Name, Date of Birth, Age, Marital Status, Correspondence and Permanent Address, Educational Qualification, Professional Qualification, contact No., experience and etc.
2. Bio-data of all persons
3. Any other document considered relevant & mentioned in the Tender Call Notice.

ANNEXURE-I(Sample Copy)

TERMS AND CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from 02/08/2022 and shall continue till 01/08/2023 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 requirement of The UGMIT Rayagada-765001.
2. The Agreement shall automatically expire on 02/08/2023 unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended in the same terms and condition or with some additions/deletions/modification 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 sub-contact it 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. In case any of such documents furnished by it is found to be false at any stage it would be deemed to be 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 also during initial period after giving a two week notice to the manpower service provider.
7. The person deployed shall be required to report for work at scheduled time of duty fixed by the authority and may also be required to work beyond scheduled duty hours in exigencies for which he/she would not be paid any extra remuneration. In case the person deployed remain absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of UGMIT, Rayagada so that optimal services of the person deployed could be availed without any disruption.
- 9. The manpower service provider shall sponsor the candidates with a ratio of 1:3 for the service of DEO and the candidates will go for a Computer Skill test in the UGMIT to be conducted by the institution itself and the qualified candidates only shall be deployed.**

10. The entire financial liability in respect of manpower service deployed in the UGMIT Rayagada-765001 shall be that of the manpower service provider and the UGMIT Rayagada-765001 concerned will in no case 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 evidences as may be required by the office of the Principal UGMIT Rayagada-765001. The Manpower Service provider must produce deposit of EPF and ESI slip regularly of their people working at this UGMIT Rayagada-765001 of each month before submission of bill release of monthly payment

11. The payment of remuneration to the manpower has to be through Electronic Transfer. No cash payment can be made to them.

12. For all intents and purposes, the manpower service provider shall be Employer' within the meaning of different Rules and Acts in respects 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 office of the UGMIT , Rayagada

13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The office of the Principal UGMIT Rayagada-765001 shall in no way be responsible for settlement of such issues whatsoever . In case the Grievance of the deployed persons are not attended to by the manpower service provider, the deployed person shall place their grievances before a joint committee consisting of a representative of the UGMIT Rayagada-765001 and authorized representative of the manpower service provider.

14. The UGMIT Rayagada-765001 shall be not 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.

15. The persons deployed by the manpower service provider shall not claim nor shall be entitled to any perks and other facilities admissible to regular /confirmed employees during the currency or after expiry of the Agreement.

16. 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 and shall have no claim for any absorption in regular or other capacity.

17. The person deployed shall not claim any benefit or compensation of regularization of deployment with office under the provision of rules and acts. An Undertaking from each of the person deployed to this effect shall be submitted by the Manpower Service Provider.

18. The manpower service provider must be registered with the concerned Government Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation, GST authority etc. and a copy of the registration certificates should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining license under contract labour (regulation and abolition) Act. 1970, if any at his own part and cost.

19. 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 responsible for contribution towards provident fund and employees state insurance whatever applicable.

20. The deployed personnel shall be removed/replaced upon adverse report by the Principal UGMIT Rayagada-765001.

21. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.

22. The person deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of UGMIT, Rayagada. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

23. The person deployed should be capable of multitasking assignment conforming to the requirement of the UGMIT Rayagada-765001 in exigencies.

LEGAL

24. The person deployed shall during the course of their work be privy to certain qualification 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 application of laws besides action for breach of contract.

25. Surprise Checking to be conducted by the agency periodically at any time and report to this effect must be produced just after the next day.

26. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to Data Entry Operator, Sweeper, Watchman, Attendant, Matron and Gardener deployed by it in UGMIT Rayagada-765001. The UGMIT Rayagada-765001 shall have no liabilities in this regard.

27. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess, GST(if applicable) etc. on account of service rendered by it to the UGMIT to the concerned tax collection authorities, from time to time, as per the Odisha State Government norms, rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the UGMIT Rayagada-765001 for release the outsourcing deployed staff remuneration.

28. 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 the UGMIT Rayagada-765001.

29. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand to the authority of UGMIT Rayagada-765001.

30. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the UGMIT Rayagada-765001 put to any loss /obligation, monetary or otherwise UGMIT Rayagada-765001will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.

31. The Agreement is liable to termination upon non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues with concerned agencies like E.P.F, E.S.I, GST and Service Tax etc. The UGMIT Rayagada -765001shall have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider at statutory authority. If any loss or damage is caused to UGMIT Rayagada -765001by any person deployed, the same will be recovered from the unpaid bills and adjusted from the Performance Security Deposit.

FINANCIAL

32. The technical Bid should be accompanied with the **Bid Security Declaration Form**” in Annexure-C addressing to Principal UGMIT Rayagada failing which the tender shall be rejected summarily.

33. Conforming to provisions of Rule 171 of GFR 2017 the Bidder executing a bid security declaration in lieu of Bid Security if withdraw and modify their bids during the period of validity, will be suspended for a period of 2 (two) years to submit bids/ proposals for contracts with UGMIT, Rayagada .

34. The successful Bidder will have to deposit a Performance Security Deposit of 3% of the contract value only in form of Bank Guarantee or Cheque drawn in favour of Principal UGMIT Rayagada-765001 payable at Rayagada on or before the execution of the Agreement and issue of order there on. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successfully bidder. In case of renewal the amount of Performance Security deposit shall be determined by the Principal UGMIT Rayagada-765001 taking account the contractual obligation of the manpower service provider.

35. In case the service provider violets contractual provisions and breach of any terms and condition attached to the agreement happens, the Performance Security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement

and Payment of remuneration to the engaged persons will be made in presence of concerned DLO as per Labour Law till the period as per discretion of the granting authority limiting to validity date.

36. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by it. After receiving the absentee statement of the deployed personnel through e-mail, the agency must submit the claim bill along with the Acquaintance Roll exhibiting payment of remuneration for preceding month within 3days. Accordingly, the remuneration and other deposit such as EPF and ESI must be disbursed within a week.

37. The claim in bills regarding employees state insurance, provident Fund, Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Principal UGMIT Rayagada-765001.

38. 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 manpower service provider, shall be deducted from its monthly bills in the succeeding month.

39. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

40. 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 next Higher Authority or controlling officer of the authority for his/her decision and the same shall be binding to all parties.

41. All disputes shall be adjudicated under the jurisdiction of the court at Rayagada where the headquarters of the UGMIT Rayagada-765001 who has executed the agreement, is located.

42. The successful bidder will enter into an agreement in Non Judicial Stamp with Principal UGMIT Rayagada-765001 for supply of suitable and qualified manpower as per requirement of UGMIT Rayagada-765001 on the above terms and conditions.

43. The employer share of contribution towards E.P.F and E.S.I , other statutory dues and Services charge of the manpower Service provider shall not be deducted from the take home remuneration of the employee. The Manpower Service provider shall deposit all statutory dues with concerned authority and claim the same from the concern Govt. department /office along with its service charge by producing documentary proof of payment.

44. The Employee's share of contribution towards E.P.F and E.S.I shall be deducted by the man power service provider from the minimum takehome remuneration of the employee for deposit of the same with the concerned authorities.

45. The manpower service provider shall follow the latest minimum rates wages of the labour & ESI department Government Odisha.

46. Nonpayment/ Delay in payment to engaged people will lead to cancel the contract.

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ANNEXURE- A**Check list (Technical Bid)(must be submitted along with Technical Bid)**

Sl. No.	Item	Page No.	Remarks
1	Demand Draft amounting to Rs. 6,000/-+ GST @ 18% (Rupee Six Thousand+ GST @ 18%) towards purchase of tender paper	-----	
2	Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.	-----	
3	Registration Certificate of the Applicant's Organization		
4	Documentary proof of the registered office or one of the Branch offices of the Manpower Service Providers located in Rayagada		
5	Copies of EPF and ESI registration Certificates.		
6	Copy of valid Contract Labour License(R&A) Act. 1970		
7	Copy of PAN/GIR card		
8	Copy of valid Goods and Service Tax registration certificate and return as on 31/03/2018.		
9	Affidavit to effect that the Bidder has not been black listed by any Govt. officials.		
10	Copies of EPF Electronic Challan Return (ECR) and Remittance conformation slip for the month of April& May2022.	April 2022	
		May 2022	
11	Copy of ESI return as on Mach2022	March'2022	
12	Copy of ESI E-Challan of ESI for the month of April& May'2022	April 2022	
		May 2022	
13	Copy of the IT return filed for the last three financial years 2019-20, 2020-21, 2021-22.	2019-20	
		2020-21	
		2021-22	

Sl. No	Item		Page No.	Remarks
14	Copy of the IT return filed for the last three financial years 2019-20, 2020-21, 2021-22.	2019-20		
		2020-21		
		2021-22		
15	Copy of the Bank Pass Book in the name of the Organization along with bank statement containing transactions made during 2019-20, 2020-21, 2021-22.	2019-20		
		2020-21		
		2021-22		
16	Copy of the Audited Statement of accounts (Balance Sheet, Profit & Loss A/C etc.) showing minimum annual turnover of 20.00 lakh in the FY 2019-20, 2020-21, 2021-22..	2019-20		
		2020-21		
		2021-22		
17	Copy of contract on similar work worth of Rs.10.00 Lakhs in FY2019-20, 2020-21, 2021-22..	2019-20		
		2020-21		
		2021-22		
18	Documentary proof of 03 Years experience in providing manpower service to State Government /Central Government/ PSU on similar work			

ANNEXURE- B

Check list (Financial Bid)(must be submitted along with Financial Bid)

Sl. No.	Item	Remarks
1.	Financial Bid	
2.	Detail calculation sheet for EPF(Employer's share)	
3.	Detail calculation sheet for ESI(Employer's Share)	

ANNEXURE-C

BID SECURITY DECLARATION FORM

TO

The Principal
UGMIT Rayagada.

Dear Madam/Sir,

1. I/We/Mr/Ms_____ authorized person to the sign the bid document for tender for _____do hereby declare that I/We have gone through the entire tender documents including the condition that bid must be supported by a bid security Declaration form and undertake to comply with them;
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after deadline for submission of such documents;
3. If I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in tender document /LOA/PO , we will be suspended for the period of time specified in the clause-33 of terms and conditions in the tender document from being eligible to submit bids / proposal for contracts with UGMIT, Rayagada.
4. I/We understand this Bid Security Declaration shall cease to be valid if I am /we are not the successful Bidder.

Signature of Bidder
With Seal of Firm

Place.....

Date.....

(Name of the Bidder)