

CUTTACK MUNICIPAL CORPORATION



TENDER DOCUMENT

FOR

**Supply of Man Power towards operation &
maintenance of ID works.**



CUTTACK MUNICIPAL CORPORATION

TENDER CALL NOTICE

No. 4392 (PW) / dt. 16.12.2017

The Executive Engineer-II on behalf of Cuttack Municipal Corporation, Cuttack invites sealed quotations from intending empanelled service providers / reputed Registered Firms / Service Provider / Agencies to provide services of different categories of manpower (skilled, semi-skilled and un-skilled) for a period of one year extendable for three years. Detailed information on terms & conditions, specification and other necessary document can be downloaded from the official website www.cmccuttack.gov.inw.e.f. 20.12.2017.

The sealed quotation shall have to be submitted along with non-refundable application fees of Rs. 10,000/- (Rupees Ten thousand only) addressed to the Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, Cuttack-753009.

The last date and time for submission of tender document either through registered post or speed post is 27.12.2017 by 5.00 p.m. The authority shall not be held responsible for postal delay, if any, in case of non-receipt of the same in time.

The authority reserves every right to reject any or all the quotations without assigning any reason thereof.

Executive Engineer-II

Memo No. 4393 (2) (PW) / Dt. 16.12.2017

Copy to the Advertising Manager, **The Samaya, Cuttack / The Odisha Bhaskar, Cuttack** for publication of **tender call Notice in one esteemed daily once with a minimum space at the I&PR rate** on or before **Dt. 19.12.2017** for the information of the general public. The advertisement cost and space should be as minimum as possible and bill may be submitted in duplicate along with copy of the publication in favour of Municipal Commissioner, Cuttack Municipal Corporation, Cuttack for necessary payment at this end. He is further requested to submit a copy of the above publication to the undersigned at Bikash Bhawan, Badambadi Cuttack on the date of publication.

Executive Engineer-II

Cuttack Municipal Corporation, Cuttack

Memo No. 4394 (PW) / Dt. 16.12.2017

Copy to F.O, CMC for information and necessary action.

Executive Engineer-II

Cuttack Municipal Corporation, Cuttack

CUTTACK MUNICIPAL CORPORATION

TENDER DOCUMENT

For Providing Manpower Service through Service Provider Agency

- (a) Period of Issue of Tender : From 11.00 a.m. dt. 20.12.2017

- (b) Date and time for submission of Tender Document : 5.00 p.m. dt. 27.12.2017.

- (c) Date and time for opening of
 - (i) Financial Bids of eligible Bidders : 11.30 AM Dt 29.12.2017

- (d) Likely date for commencement of Deployment of required manpower : 01.01.2018

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Cuttack Municipal Corporation, Cuttack requires services of reputed, well established and financially sound Manpower Service Providers/Agencies (SPA) to provide services of different categories (highly skilled, skilled, semi-skilled and un-skilled) on contract/ daily wages basis for carrying out day to day activities under jurisdiction of Cuttack Municipal Corporation for the financial year 2017-18. The scope of manpower supply could be changed from time to time as per requirement.
2. Contract period for providing the aforesaid manpower is likely to commence from the date of work order / supply order and the period of the contract may be further extended beyond one year provided the requirement of CMC for manpower persists and satisfactory performance at that time. It may also be curtailed / terminated before contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider / Agency. CMC, reserves the right to terminate this initial contract at any time on issuing 15 days notice to the selected Service Provider/Agency.
3. The manpower would be required for specified levels of services. The selected agency will have to provide manpower of requisite qualified and experience as per the Govt. guideline, as and when required by Cuttack Municipal Corporation.
4. The manpower shall be on the pay roll of the agency. The agency shall be responsible for payment of fixed emoluments / wages to the manpower every month in time as per government policy and guidelines.
5. The requisition will be given to the agency by CMC as per need / requirement from time to time during the contract period. The agency will give a list of manpower which is at least 3 times of the requirement. The list should be accompanied with detailed information of manpower within stipulated period specified in the requisition. The suitable manpower will be engaged by CMC following due procedure.
6. In case of poor performance of any manpower, CMC will inform the agency to withdraw the person/persons and replace immediately, to the satisfaction of CMC.
7. The agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking, in writing, regarding the verification done. No person with criminal antecedent/criminal & vigilance cases shall be deployed.

8. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The agency shall at all times indemnify and agree and undertake to defend and hold CMC, harmless against all liabilities, damages losses, expenses, claims, suits, proceedings, judgements, settlements actions costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between agency and CMC.
9. **Statutory Rules, Acts and Regulations:**
 - I. The SPA shall indemnify CMC against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any statutory modifications thereof.
 - II. The agency (Manpower Service provider agency) shall provide safety equipment, safety belt, Gumboots, Line tester, Helmets, Raincoats, Torch Light etc. to his workmen for smooth discharge of responsibilities as entrusted them.
 - III. The SPA are responsible for any accidents caused to the workers and damage to the equipment during the period of contract. Agency shall make insurance coverage of accidents (according to WC Act). CMC shall no way be responsible for any of the accidents.
 - IV. The SPA shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker
 - V. For any failure of implementing the statutory rules and regulations by the SPA, CMC reserves the right to recover the same from the bills and security deposit of SPA.
 - VI. Any violation of SPA towards payment of wages, PF/ESI Contributions, Leave salary and Bonus as per Act and agreement if, brought to the notice of the authority of CMC, it would be referred to Labour Department for taking legal action against the concerned SPA and without prejudice to the right of CMC to terminate the contract in such cases.

EMD & ISD

10. Interested Manpower Service Providers may submit tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.2.00 Lakh and other requisite documents in favour of the Commissioner, Cuttack Municipal Corporation, Biju Bhawan, Po: Choudhury Bazar, Dist : Cuttack.
11. The Authority reserves the right to reject any or all the Tenders / Bids and approve / accept any tender / bid without assigning any reason thereof.

12. The successful tenderer will have to deposit Performance Security Deposit of Rs.3.00 Lakh (Rupees Three Lakhs only) in the form of Bank Draft from any Nationalized Bank drawn in favour of Municipal Commissioner, Cuttack Municipal Corporation, Cuttack covering the period of contract within 7 days of issue of work order.
13. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Government/Central Government), along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:
 - a) Registration certificate of the applicant organization; i.e. (i) Copy of contract Labour (Regulation & Abolition Act) Licence. ii) Copy of Certificate of registration of Security Agency under Companies Act 1956/DGR/Private Security Agencies (Regulation) Act' 2005.
 - 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 certificates;
 - e) Copy of the Service Tax registration certificate;
 - f) Certified extracts of the Bank Account containing transactions during last three years.
 - g) Copy of authorization to provide security guards as applicable
14. All entries in the tender form should be legible and filled clearly. If the space or 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 cutting, if any, in the Technical Bid Application must be self-attested by the person authorized to sign the tender bids.
15. The competent authority of the Cuttack Municipal reserves the right to cancel all bids without assigning thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER/AGENCY

The tendering manpower service provider should fulfil the following technical conditions:

- (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Cuttack Municipal Corporation area.
- (b) They should be registered with the appropriate registration authority; i.e. with District Labour Officer, Cuttack and Labour Commissioner and under Companies Act' 1956 /DGR/ Private Security Agencies (Regulation) Act'05
- (c) They should have at least three years' experience in providing manpower to Government Departments, Public Sector Undertakings / Corporation / Companies / Banks, etc.
- (d) They should have their own Bank Account.
- (e) They should be registered with Income Tax and Service Tax Departments;
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have any other regulatory clearance that may be required for providing manpower services.
- (h) Execution of contracts of similar type and of equal value or more than 60% of the estimated cost of the present contract, during preceding 3 years
- (i) The personnel deployed should be above 18 years of age and not exceeding 40 years unless upper age relaxed otherwise.

APPLICATION

For Providing Manpower Service to Cuttack Municipal Corporation

1.	Name of Tendering Service Provider / Agency	:	
2.	Details of Earnest Money Deposit	:	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 Officer Telephone No : Fax No. E-mail Address	:	
6.	Name & telephone no of Authorized officer / person to liaise with field office(s)	:	
7.	Banker of the manpower Service Provider (Attach certified copy of statement of A/C for the last Three years)	:	
8.	PAN / GIR No. (Attach attested copy)	:	
9.	Service Tax Registration No. (Attach attested copy)	:	
10.	E.P.F. Registration No. (Attach attested copy)	:	
11.	E.S.I. Registration No. (Attach attested copy)	:	
12.	Financial turnover of the tendering Manpower Service Provider for the last 3 financial years. 2014-15	:	

	2015-16 2016-17		
13.	Give details of the major similar contracts handled by the tendering manpower service provider during the last three years in the following format. (if the space provided is insufficient, a separate sheet may be attached) :	:	

Sl. No.	Name of client, address, telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

14.	Additional information, if any (Attach separate sheet, if required)	:	
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Signature of authorized person
Name
Seal

Date :
Place

TERMS & CONDITIONS

A. GENERAL

1. Tender is being invited for supply of different categories i.e. high-skilled, skilled, semi-skilled & unskilled manpower for different activities under CMC for the Financial Year 2017-18. The requirement of the Cuttack Municipal Corporation may further Increase or decrease, during the period of initial contract and the renderer would have to provide additional Manpower Services, if required, on the same terms and conditions. The date of contract shall commence from 01.01.2018 and shall continue up to one year extendable up to three years 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 expire automatically on completion of one year unless it is extended further by the mutual consent of the Manpower Service Provider / Agency 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 agency 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 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 agency.
7. The entire financial liability in respect of Manpower Services deployed in the Cuttack Municipal Corporation shall rest with the respective

Service Provider Agency and the Cuttack Municipal Corporation will in no way be liable. It will be the responsibility of the Manpower Service Provider agency to pay to the person deployed a sum not less than the minimum wage fixed and adduce such evidence as may be required by the Cuttack Municipal Corporation in that behalf.

8. For all intents and purpose, the persons deployed by the manpower service provider Agency for execution of the contract shall be the employees of the contractor. The Manpower 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 Manpower Service Provider agency for execution of the contract shall be the employees of the SPA & the persons deployed by the Manpower Service Provider agency shall not have any claim whatsoever like employer and employee relationship against the Cuttack Municipal Corporation. Either implicitly or explicitly.
9. The Manpower Service Provider agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Cuttack Municipal Corporation shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Manpower Service Provider the deployed persons can place their grievance before a Joint Committee consisting of a representative of CMC and an Authorized representative of the Manpower Service Provider.
10. The persons so deployed shall be under the overall control & supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the contractor is liable to follow the various labour resolution and other statutory provision. CMC shall not be a part of any such liability. Cuttack Municipal Corporation 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.
11. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
12. 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.

13. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office 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.
14. The Manpower Service Provider must have valid registration from the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of all the registration should be submitted
15. 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 is the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for timely deposit of Provident Fund and Employees State Insurance.
16. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
17. The Persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Cuttack Municipal Corporation. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
18. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 07 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
19. The successful tenderer will have to deposit a Performance Security Deposit of Rs.3.00 Lakhs (Rupees three Lakhs only) in the form of Bank Draft drawn In favour of Commissioner CMC from any Nationalized/ scheduled Bank
20. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit & EMD shall be liable to the forfeited besides annulment of the Agreement.

21. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Cuttack Municipal Corporation 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.
22. 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 Cuttack Municipal Corporation.
23. The amount of penalty calculated @ Rs. 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond 24 hours in lieu of personnel engaged in cleaning and watch and ward services. For other services three working days will be allowed for providing substitute. Beyond that penalty will be charged.
24. The persons deployed shall, during the course of their work be 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.
25. The Manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works. CMC shall have no liability in this regard.
26. The Manpower Service Provider shall also be liable for depositing all taxes, levies & Cess etc., in respect of the persons deployed, on account of service rendered by it to the concerned authority from time to time, as per the prevailing rules and regulation. Attested Xerox copies of such documents shall be furnished to CMC.
27. The manpower service provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the Cuttack Municipal Corporation or any other authority under law.
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 Cuttack Municipal Corporation

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

29. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Cuttack Municipal Corporation IS put to any loss I obligation monetary otherwise the CMC 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.
30. 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. The Cuttack Municipal Corporation will have no liability 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 the Cuttack Municipal Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
31. 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.
32. Any dispute, difference or controversy of whatever nature between the parties, however arising under out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
33. Any dispute which is not resolved amicably within 30 days from the date of last written communication from either party shall be referred to the Commissioner CMC, who may himself act as the arbitrator, or appoint any sole arbitrator to undertake the arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 ("Arbitration Act")
34. The place of Arbitration shall be at Cuttack. The decision of Arbitration shall be final and binding on both the parties
35. All disputes shall be under the jurisdiction of the Civil Court, Cuttack.
36. Pending submission of/and or decision on a dispute and/or until the arbitral award is published the parties shall continue to perform their respective obligations under this contract agreement which shall be without prejudice to a final adjustment in accordance with such award.

DOCUMENTS TO BE PROVIDED WITH THE BID

1. Application-
2. Attested copy of registration of Agency
3. Certified copy of the statement of Bank Account of agency for last three Years.
4. Attested copy of PAN/GIR Card
5. Attested Copy of the IT Return filed by Agency for last three years.
6. Attested Copy of Service Tax Registration Certificate.
7. Attested Copy of the P.F Registration Letter /Certificate.
8. Attested Copy of the E.SJ Registration Letter/Certificate
9. Financial statement (Balance sheet and profit and loss statement) for the last three financial year;
10. Certified Documents in support of entries in Column 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 authorized signatory of the agency in token of their acceptance.
12. Copy of authorization/registration of/with appropriate Government

Department / Agency for providing security guards personnel.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

1. List of Manpower Short listed by agency for deployment in Cuttack Municipal Corporation containing full details i.e. date of Birth, Martial Statues, address, Educational Qualification etc.
2. Bio-Data of all persons proposed to be deployed.
3. 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.

Signature of authorized person
Name
Seal

Date :
Place

AGREEMENT

THIS AGREEMENT is made on the ____ day of ____ 2017 in Cuttack.

BETWEEN

The Commissioner Cuttack Municipal Corporation (CMC) having its mains office at Biju Bhawan, Choudhury Bazar, Cuttack authorized & represented through _____, Cuttack Municipal Corporation office at _____, Dist : Cuttack, here-in-after referred as authority / Employer, which expression shall excluded in the subject or context, so requires or admits and also includes successors legal representative and permitted assigns in one part.

And

M/s _____ manpower services providing agency having registered office at _____ represented by Sri _____ here-in-after called the manpower service provider agency or contractor which Expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whereas the "Authority" desires that the services of manpower are required and where as the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement and as per the terms & conditions of the agreement to the "Manpower Service Providers". Now this agreement witnesses as below.

1. That the terms and conditions shall be deemed to form and to be read and included as part of this agreement.
2. That in consideration of the payment to be made by "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged in Cuttack Municipal Corporation In conformity with the provision 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 _____

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 Manpower Service Provider / Authorized Person	Signature of Commissioner, CMC / Authorized Officer on behalf of Commissioner
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In the presence of witness

Witness

1. Name
Address

2. Name
Address

Witness

1. Name
Address

2. Name
Address