

TENDER NOTICE FOR EMPANELMENT OF REGISTERED FIRMS/ SERVICE PROVIDER AGENCIES FOR PROVIDING MANPOWER TO CUTTACK MUNICIPAL CORPORATION

Commissioner, Cuttack Municipal Corporation, Cuttack invites sealed tender from intending reputed and experienced manpower Service Provider Agencies to provide services of different categories of manpower (high skilled, skilled, semi-skilled and un- skilled) for a period of **one** year w.e.f. **01.04.2021**, the details of the bidding process are as follows:

Sl No.	Bidding Schedule	Deadline
1	Date of Issue	02.03.2021
2	Bid Due Date and Time	17.03.2021
3	Opening of Technical Bid	18.03.2021
4	Opening of Financial Bid	25.03.2021

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing “**Technical Bid**” and sealed Cover-II containing “**Financial Bid**” should be placed in third sealed cover super-scribed “**Bid for Outsourcing of Manpower services to CMC, Cuttack**” must reach the undersigned on or before 17.03.2021 , 5 p.m by **Speed Post/ Regd. Post/ Courier** only.

The bid documents containing eligibility criteria, scope of work, terms and conditions of the tender and draft agreement can be downloaded from the website **[www. cmccuttack. gov.in](http://www.cmccuttack.gov.in)**.

The sealed tender proposal shall be submitted along with non-refundable application fees of **Rs 11,800/- (Rupees five thousand only) in shape of Bank Draft drawn in favour of** the Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, Cuttack-753009.

The last date and time for submission of tender document is 17.03.2021 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.

Completed address for submission of bid

Commissioner, Cuttack Municipal Corporation, Biju Bhawan, Choudhury Bazar, Cuttack-753009.

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

-sd-
Commissioner

CUTTACK MUNICIPAL CORPORATION**TENDER DOCUMENT**

**For Providing Manpower Services through Service Provider
Agency**

Sl No.	Bidding Schedule	Deadline
1	Date of Issue	02.03.2021
2	Bid Due Date and Time	17.03.2021
3	Opening of Technical Bid	18.03.2021
4	Opening of Financial Bid	25.03.2021
5	Likely date for commencement of Deployment of required manpower	01.04.2021

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SECTION-I
INSTRUCTION BIDDERS

A. GENERAL INFORMATION

1. Cuttack Municipal Corporation, Choudhury Bazar, Cuttack requires services of reputed, well established and financially sound Manpower Service Providers/ Agencies (SPA) to provide services of different categories **manpower** (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 **2021-22**. The categories are not exhaustive and could be changed time to time as per requirement.
2. The period of contract for providing the aforesaid manpower is likely to commence from **01.04.2021** and will continue for **one year**. It may be curtailed/ terminated before contract period owing to deficiency in service or any other deviation made to the contract, substandard quality of manpower deployed by the selected Service Provider Agency, CMC however, reserves right to terminate this initial contract at any time after giving **one month's** notice to the selected Service Provider Agency.
3. The manpower would be required for various levels of posts such as Security Guard, Watchman, Mali, Sweepers, Collie, Drain gang, Amin, Data Entry Operator, Attendant or any other Highly skilled, skilled, semi-skilled and unskilled manpower. The selected agency will provide manpower of requisite qualification and experience as per the Govt. guideline, as and **when** required for the post by the 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/ wage policy.
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. The interested bidders may visit CMC office on any working day between 10.00 AM to 5.30 PM (Office Hours) to have thorough knowledge of the work to be performed before preparation and submission of the bid.

ELIGIBILITY CRITERIA

Sl No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The Bidder should be registered under appropriate authority (any one), such as • Registered under the Companies Act, 2013 • Registered under the Indian Partnership Act, 1932 • Registered under the Indian Trusts Act, 1882 • Registered under the Societies Registration Act, 1860 • Registered under the Limited Liability Partnership Act, 2008.	Certificate of Incorporation/Registration
2	The bidder must have at least five years in business (upto the last date of submission of bid) for providing similar type of services to Central/ State Government/ Autonomous bodies/ agencies/ societies/ corporate bodies	Copies of the work order from the previous authorities.
3	The Registered Office/ Branch Office of the Service Provider must be located within the jurisdiction area of CuttackMunicipal Corporation/Bhubaneswar Municipal Corporation.	Valid address proof of the office (copy of the Telephone/Electricity Bill)
4	Must have average annual financial turnover of Rs. 2 Crore during the last five financial years as on dt.31.03.2019 (The average annual financial turnover should be twice the estimated cost of the service)	Copies of audited income/ Expenditure Statement and Balance Sheet for the concerned period. (Duly certified by CA)

5	Must have its own bank account in any nationalised/private, commercial banks situated in Odisha	Copies of the pass book and transaction statement for the last 6 (six) months.
6	The agency should not have been blacklisted by any Central/ State Government, or any other public sector undertaking or a corporation as on the date of this RFP.	An undertaking to this effect to be furnished by the bidder as per the prescribed format (Form-T2)
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor/ Director/ Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T3)
8	Must have registered with EPF and ESI at least 300 nos. of staffs under his Establishment.	
9	Other Statutory Documents	Copies of: • PAN • GSTIN • Copies of EPF & ESI Registration Certificate. • IT Return for the last 5 assessment year (Duly certified by CA) • Valid License under PSARA (Private Security Agencies Regulation Act, 2005) (In case of Security Services)

10. 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 or, any other Acts, Rules and Policies as applicable.
- II. The agency (Manpower Service Provider agency) shall provide safety equipment, safety belt, Gumboots, Linetester, Helmets, Raincoats, Torch Light etc. to his workmen for smooth discharge of responsibilities as entrusted to them.
- III. The SPA **shall be** responsible for any accidents caused to the workers and damage to the equipment during the period of contract. 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 wages, EPF/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.

B. Submission of Bid

The proposal complete in all respect as specified must be accompanied with a Non-refundable amount Rs.11,800/- (inclusive of GST) towards Bid Process Fee (To be determined by the Tender Inviting Authority) and EMD (Rupees fifty thousand) in form of Demand Draft in favour of Commissioner, CMC drawn in any nationalised/ private, commercial bank and payable at Cuttack, failing which, the bid will be outrightly rejected. The bid should be sent through Speed Post/ Registered Post/ Courier so as to reach the authority by 17.03.2021 by 5 P.M.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing "Technical Bid" (name of the service) and "Financial Bid" (name of the service). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Document- (Name of the service)".

Selected bidder will have to deposit a Performance Security (Rupees Two Lakhs Only) in the form of Bank Guarantee from any nationalised/ private, commercial Bank situated within Odisha in favour of Commissioner, CMC as per the prescribed format provided in the tender document at Section-IX for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the

contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a. Covering letter along with power of attorney on the bidder's letter head.
- b. Demand Draft in support of Bid Process fee as applicable.
- c. Demand Draft in support of EMD as applicable
- d. Copy of Certificate of Incorporation of the firm agency.
- e. Copy of GSTIN
- f. Copy of PAN
- g. Copies of IT Returns for the last five assessment years (Need to be certified by CA).
- h. Copies of EPF & ESI Registration Number.
- i. Copy of valid license under PSARA Act, 2005 (in case of Security Service)
- j. Copy of Bank Account Details

- k. Copies of the Income/Expenditure statements along with Balance Sheet for the last 5 years (Need to be certified by CA).
- l. Copies of work orders from the previous organisations for providing services during last five years.
- m. Undertaking regarding non-blacklisting (On stamp paper)
- n. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

Any deviation from the prescribed procedures /required information/ formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.

All entries along with the pages in the bid document should be legible, filed-in clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached.

The technical Bid will be opened on 18.03.2021 at 4 p.m In presence of the authorised representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on 25.03.2021 at 4 p.m in presence of the authorised representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

However, the decision of the authority shall be final during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed/ notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed/ provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids terminate the tender process without assigning any reason thereof.

11. Interested Manpower Service Providers may submit tender document complete in all respects along with Earnest Money Deposit (EMD) of 50,000/- and other requisite documents by Bank Draft at 5.00 P.M on dtd 17.03.2021 to Commissioner, Cuttack Municipal Corporation, Biju Bhawan, P.O- Choudhury Bazar, Dist- Cuttack through Regd. Post/speed post only. The authority shall not be held responsible for any postal delay.
12. The Authority reserves the right to reject any or all the tenders/ Bids and approve/ accept any tender/ Bid without assigning any reason thereof.
13. The important datelines relating to Tender for providing Manpower Services to Cuttack Municipal Corporation for the

Financial year 2021-22.

a)	Period of issue of tender	:	01.04.2021 to 31.03.2022
b)	Last date and time for submission of Tender document	:	17.03.2021 by 5 p.m
c)	Date and time for opening of Technical bid	:	18.03.2021 by 4 p.m
d)	Date and time for opening of Financial bid	:	25.03.2021 by 4 p.m
e)	Likely date for commencement of Deployment of required manpower	:	01.04.2021 4 p.m

14. The tender is 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 Cuttack Municipal Corporation for the Financial Year **2021-22** & "Financial Bid" for providing Manpower Services to Cuttack Municipal Corporation for the Financial year **2021-22**. **Both sealed envelopes should be kept in a third sealed envelope super scribing as "Bid for providing Manpower to Cuttack Municipal Corporation"**.
15. The Earnest Money Deposit (EMD) of 50,000/- refundable, without interest, should be necessarily accompanied with the Technical Bid of the intending service provider **in the form of Bank Draft** failing which the tender shall be rejected summarily.

16. The successful tender will have to deposit performance Security Deposit of **2,00,000/-** 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 **Letter of Intent (LoI)**.
17. 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/ out rightly rejected and will not be considered any further:
 - a. Registration certificate of the applicant organization; i.e. (i) Copy of contract Labour (Regulation of Security Agency under Companies Act 1956)/**Registrar of Firms, Odisha/Private Security Agencies (Regulation) Act 2005**.
 - b. Copy of PAN;
 - c. Copy of the IT return filed for the last three financial years (Duly Certified by CA);
 - d. Copies of EPF and ESI certificates;
 - e. Copy of the GST 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.
18. 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 cutting, if

any, in the Technical Bid Application must be self-attested by the person authorized to sign the tender bids.

19. The Technical bids shall be opened on the schedule date and time at **4.00 pm on 18.03.2021** in the Conference Hall of Commissioner, CMC located at Biju Bhawan, Po – Choudhury Bazar, Dist- Cuttack-753009 in the presence of the representatives of the bidders if any, who wish to be present on the spot at that time.
20. The Financial Bid of only those tender will be opened whose Technical bids are found in order. They will be intimated after evaluation of technical bid in presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.
21. The competent Authority of the Cuttack Municipal Corporation reserves the right to cancel any **or** all bids without assigning any reason thereof.

TECHNICAL REQUIRMENTS FOR
THE TENDERING MANPOWER SERVICE PROVIDER/ AGENCY

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Application Technical-Bid
- b) 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/ Bhubaneswar Municipal Corporation area.
- c) Covering Letter along with power of attorney on the bidder's letter head.
- d) Demand Draft in support of Bid processing fee as applicable.
- e) Demand Draft in support of EMD as applicable.
- f) Copy of Certificate of Incorporation/Registration of the firm/agency and also office address should be registered under Shop & Commercial Establishment Act.
- g) Copy of Labour License of minimum 300 nos. of workers/persons (deposit challan must be attached for last year).
- h) Copy of GSTIN
- i) Copy of PAN
- j) Copies of IT Returns and turnover of Rs.500 crore of last three years(Duly certified by CA).
- k) Copy of EPF Certificate and deposit challan for 300 nos. workers.
- l) Copy of ESI Registration Certificate.
- m) Copy of Valid license under PSARA Act, 2005 (in case of Security Service)
- n) Copy of Bank details
- o) Copies of the financial statements along with Balance sheet for the last five years. (Duly certified by CA)
- p) Copies of work orders from the previous organisations towards providing services during last five years(Duly certified by CA).
- q) Undertaking regarding non-blacklisting (On stamp paper)
- r) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head).

TECHNICAL BID
COVERING LETTER
(Bidder Letter head)

To

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhury Bazar,
Cuttack**

Sub: Tender for Outsourcing of Manpower of CMC, Cuttack for the year 2021-22.

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for manpower (High skilled, Skilled, Semi-Skilled & Unskilled) in accordance with your tender Notice No. _____, Dated _____, We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully

Authorised Signatory
With date and Seal

Name and Designation: _____

Address of the Bidder: _____

(FORM-T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No....., Date..... Amount (Rs.)..... Drawn on Bank.....
3.	Name of The Director	
4.	Full Address of Registered Office	
5.	Name and Telephone number of the authorised person signing the bid	
6.	Bank Name	Account No. Bank and Branch Name: IFSC Code:
7.	PAN No. (Attached self-attested copy)	
8.	GSTIN (Attached self-attested copy)	
9.	E.P.F. Registration No. (Attached self-attested copy)	
10.	E.S.I. Registration No. (Attached self-attested copy)	
11.	PSARA License No. Valid upto (Applicable in case of Security Services)	
12.	Acceptance to all the terms and conditions of the tender (Yes/No)	

13	Power of Attorney/authorisation letter for signing the of the bid documents	
14	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid	
15	Kindly mention the total number of pages in the tender document.	

16. Financial Turnover of the bidder for the last 5 financial years.

Financial Year	Turn Over (in INR)	Average Turnover (in INR)
FY 2016-17		
FY 2017-18		
FY 2018-19		
FY 2019-20		
FY 2020-21		

From the date of issue of tender

17. Details of the similar type service provided by the bidder in last 3 years

Sl No	Period	Name of Authority with complete address & Fax No.	Type of services provided with details of manpower/machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						

2						
3						
4						

18. Declaration

I, Shri Son/Daughter/Wife of Shri _____,
 Proprietor/ Director/Authorised signatory of
 _____ (Name of the Service Provider), competent
 to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the
 tender and undertake to abide by them;

The information and documents furnished along with the tender are true and
 authentic to the best of my knowledge and belief. I am well aware of the fact that
 furnishing of any false information fabricated document would lead to rejection of
 our tender at any stage besides liabilities towards prosecution under appropriate
 law.

(Signature of Authorised Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original

3. Copy of tender document (each page must be signed and sealed)
4. Dully filled Technical Bid and Financial Bid
5. List of Documents as applicable.

(FORM-T2)

UNDERTAKING

**(On the Stamp Paper of appropriate value in shape of affidavit from the Notary
regarding non-blacklisting)**

I, hereby undertake that, our organisation has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address :

(FORM-T3)**UNDERTAKING**

(On the Bidder's Letter Head regarding not have any pending judicial proceeding for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address :

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who are authorised to attend.

SECTION –VI**FINANCIAL BID****COVERING LETTER
(BIDDER LETTER HEAD)**

(Location Date)

To

The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhury Bazar, Cuttack

Sub: Tender notice for empanelment of Registered Firms. Service Provider Agencies for providing manpower to the CMC, Cuttack on outsourcing basis.(Financial proposal)

Sir,

I, the undersigned, offer to provide the services for manpower to the CMC, Cuttack on outsourcing basis in accordance with your Tender No....., Dated..... Our attached financial price is (insert amount(s) in words and figures) for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorised Signatory

(In full and initials)

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

(FORM-F1)

APPLICATION- FINANCIAL BID**For providing Manpower Assistance to Cuttack Municipal Corporation**

1. Name of tendering Manpower Service Provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.:

Sl No	Manpower Type	Monthly rate per person						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	Total person
1	Highly Skilled							
2	Skilled							
3	Semi- skilled							
4	Un skilled							

Signature of authorized person

Name

Seal

Date:

Place:

N.B:

The total quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

The payment shall be made on end of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

It may be indicated here that at present the following categories of manpower are being deployed in CMC through the Service Provider Agency to meet the requirement of CMC.

Highly skilled/ Skilled/ Semi- skilled/ Unskilled no. of persons deployed during.....

SECTION-VII

BID SUBMISSION CHECK LIST

Sl No.	Description	Submitted (Yes/ No)	Page No.
TECHNICAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2.	Bid Processing Fee		
3.	EMD		
4.	Copy of Incorporation/ Registration Certificate of the Bidder		
5.	Copy of PAN		
6.	Copy of GSTIN		
7.	Copies of Income Tax Clearance Certificate for the last three Assessment tears		
8.	Copy of Valid EPF & ESI Certificate		
9.	Copy of Valid PSARA License (in case of Security Services)/ Labour License		
10.	Technical Bid duly filled in (Covering Letter, FORM-T1, T2 and T3)		
11.	Financial details of the bidder along with all the supportive documents such as copies of income/ Expenditure statement and Balance Sheet for the last 5 years		
12.	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13.	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders for the respective assignments from the authorities		

14.	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during the recent past (FORM-T2)		
15.	Undertaking for not having any police case pending against the bidder (FORM-T3)		
FINANCIAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2	Duly filled in Financial Bid (FORM-F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (In full and initials): _____

Name and Designations with Date and Seal: _____

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 2021-22 The requirement of the Cuttack Municipal Corporation may further increase or decrease, during the period of initial contract and the tendered would have to provide additional Manpower Services, if required, on the same terms and conditions. The date of contract shall commence from **01.04.2021** and shall continue up to

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 expire automatically on completion of one year unless extended further by the mutual consent of the Manpower Service Provider/Agency and the **CMC**.
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 of CMC.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or sub contract 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 auction besides terminations of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving **one month** notice to the Manpower Service Provider agency.
7. The Manpower Service Provider (SPA) shall nominate a coordinator who shall be responsible for immediate interaction with Cuttack Municipal Corporation so that optimal service of the persons deployed could be availed without any disruption.
8. 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 minimum wage fixed and adduce such evidence as may be required by the Cuttack Municipal Corporation in that behalf.

9. For all intents and purpose, the persons deployed by the Manpower Service Provider Agency (SPA) for execution of the contract shall be the employees of the **SPA**. The Manpower Service Provider Agency (SPA) 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 **with** the Cuttack Municipal Corporation either implicitly or explicitly.
10. 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 attend 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.
11. The persons so deployed shall be under the overall control & supervision of the **SPA and the SPA** shall be liable for payment of their wages etc. and all other dues within the stipulated time which the SPA 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.
12. 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.
13. 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 **under the CMC.**

14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with **CMC** under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
15. The 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.
16. 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.
17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
18. 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.

B. Financial

19. The Technical Bid should be accompanied with an Earnest Money Deposit **(EMD) Rs. 50,000/-** refundable without interest of in the form of Demand Draft/Pay Order drawn in favour of Municipal Commissioner, Cuttack Municipal Corporation failing which the tender shall be rejected outrightly.
20. The Earnest Money Deposit in respect of the agencies which do not qualify Technical Bid (First Stage)/ financial bid (Second competitive stage) shall be refunded without any interest.

21. In case of successful tenderer if the agency fails to deploy the required manpower against initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
22. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.2,00,000/-** in the form of Bank Draft in favour of Commissioner, CMC from any Nationalized/private, commercial Bank.
23. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit and EMD shall be liable to be forfeited besides annulment of the Agreement.
24. 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.
25. 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.
26. 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 shall be levied. For other services three working days will be allowed for providing substitute. Beyond that penalty will be charged.

SECTION-IV

GENERAL TERMS AND CONDITIONS

1. For all intents and purpose, the Service Provider shall be "Employer" within the meaning of different Rules & Act in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the CMC, Cuttack under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be 18 years of age and not exceeding 40 years and physically sound to perform the duties. The upper age limit may be relaxed in suitable cases.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
4. The service provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the CMC, Cuttack, for overall management of the services to be rendered at the site.
5. The Service Provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the CMC, Cuttack.
6. Service Provider shall maintain complete official records disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.

7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
12. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any man power while performing/ discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the service provider. CMC, Cuttack shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of

the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.

15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
16. In case of delay providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the service provider during the Contract period. The service provider will be responsible for deposit EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. 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. Sub-contracting is not allowed under this agreement.
19. The Services 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. The payment will be released by the second week of the succeeding month.
20. The Service provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
22. In the event of failure of service provider to provide services as per the terms and conditions of the agreement, the Performance Security shall

be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior to the Service Provider.

23. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the CMC, Cuttack.
24. The CMC, Cuttack 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.
25. 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 for this decision and the same shall be binding on all parties.
26. All dispute shall be under the jurisdiction of the Court at Cuttack.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The authority will have no liability towards non-payment of remuneration to the persons deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The manpower service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

C. LEGAL

27. 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.
 28. 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.
 29. 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.
 30. 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.
 31. 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.
32. 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/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.
 33. 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.

34. 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.
35. Any dispute, difference or controversy of whatever nature between the parties, however arising out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
36. 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).
37. The place of Arbitration shall be at Cuttack. The decision of Arbitration shall be final and binding on both the parties.
38. All disputes shall be under the jurisdiction of the Civil Court, Cuttack.
39. 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.

DECLARATION

I _____ Son/Daughter/ Wife of
Shri _____ Proprietor/Director/authorised signatory
of the Service Provider, mentioned above, am competent to sign this
declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions
of the tender and undertake to abide by them.
2. 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 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 authorised person
Name
Seal

Date:
Place:

AGREEMENT

THIS AGREEMENT is made on the ____ day of ____, 2020-21, Cuttack

BETWEEN

The Commissioner Cuttack Municipal Corporation (CMC) having its main office at Biju Bhawan, Choudhury Bazar Cuttack authorised & 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 (SPA) or contractor which Expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whereas the "CMC, Cuttack" desires that the services of manpower are required and where as the "Manpower Service Provider" (SPA) has offered its willingness to the same in conformity with the provisions of the agreement and as per the terms and conditions of the agreement to the "Manpower Service Providers". Now this agreement witness 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 "CMC, Cuttack" to the "Manpower Service Provider", the "Manpower Service Provider" (SPA) hereby agrees with the "CMC, Cuttack" to provide personnel to be engaged in Cuttack Municipal Corporation in conformity with the provision of the terms and conditions.
 3. That the "CMC, Cuttack" 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.
 5. That this agreement is valid from 01.04.2021 to 31.03.2022
- 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/Authorised Person	Signature of Commissioner, CMC/Authorised Office 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