

**COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA
C/2, PRAJNAPITHA, SAMANTAPUR BHUBNAESWAR-751013.**

TENDER DOCUMENTS

No. /CHSE

Dated: 17.09.2016

**Tender Notice for award of contract for providing of services of Security Personnel
for a period of one year with effect from 01.11.2016 to 31.10.2017.**

Sealed tenders are invited from reputed manpower agencies/service providers to provide the services of Security Personnel for a period of one year with effect from 01.11.2016 to 31.10.2017 through a suitable placement agency on contract basis for day to day watch & ward duty at the premises of the Council of Higher Secondary Education (CHSE), Odisha, Bhubaneswar (in short Council). The detail terms and conditions as well as tender documents can be downloaded from the Council Website i.e. <http://www.chseodisha.nic.in>. The tender along with Bank Draft of Rs.500/- (Rupees Five hundred) only drawn in favour of the Finance Officer, C.H.S.E, Odisha payable at Bhubaneswar towards tender fees is to be submitted to the **Secretary, Council of Higher Secondary Education, Odisha, Bhubaneswar**. Tender documents received beyond scheduled time and without requisite aforesaid tender fees shall not be considered and will be summarily rejected.

The last date & time for submission of tender document is 20.10.2016 at 5.00p.m.

By order of Chairman

Finance Officer
C.H.S.E, Odisha, Bhubaneswar

Memo No. /CHSE(O),

Date: 17.09.2016

(1) Copy forwarded to the P.S to Chairman/P.A to Secretary/All sections and office Notice Board for information of all concerned.

(2) Copy along with the details of Tender documents forwarded to Director, NIC, Bhubaneswar with a request to hoist the same in the Council Website i.e. <http://www.chseodisha.nic.in>. immediately.

Finance Officer
C.H.S.E, Odisha, Bhubaneswar.

**COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA
C/2, PRAJNAPITHA, SAMANTAPUR BHUBNAESWAR-751013.**

TENDER DOCUMENT

For providing Services of Security Personnel to the Council of Higher Secondary Education, Odisha, Bhubaneswar by a Private Manpower Service Provider.

- (a) Period of availability of Tender Document in the website : **18.09.2016 to 20.10.2016.**
- (b) Last Date and time for submission of Tender Document : **18.09.2016 to 20.10.2016 (up to 5.00p.m)**
- (c) Date & time for opening of
- (i) Technical Bids : **21.10.2016 at 11.00a.m**
- (ii) Financial Bids of eligible Bidders : **21.10.2016 at 04.00p.m**
- (d) Likely date for commencement of deployment of required manpower : **01.11.2016 (F.N)**

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS.

1. The Council of Higher Secondary Education (Council), C/2, Prajnapitha, Samantapur, Bhubaneswar-13 requires the services of reputed, well established and financially sound Manpower Service Providers to provide Security Personnel on contract basis for day to day watch & ward duty in the Council.
2. The contract for providing the aforesaid manpower is likely to commence from 01.11.2016 and would continue till 31.10.2017. The period of the contract may be further extended beyond 31.10.2017 provided the requirement of the Council for manpower persists at that time or may be curtailed/ terminated before 31.10.2017 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Council's requirements. The Council, however, reserves right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.
3. This Council has tentative requirement for 08 nos. of Security Personnel. The requirements may increase / decrease in the security personnel (Head guard / Guards).
4. The estimated cost of the contract is Rs.8, 50, 000/- (approximately).
5. The interested Manpower Service providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand) only and other requisite documents by Resisted Post/Speed Post so as to reach it the office by 20.10.2016 up to 5.00 p.m. or may drop the tender documents in the Tender Box kept in office Chamber of the Secretary at Council Office by 20.10.2016 up to 5.00 p.m. Council shall not be responsible for any postal delay and tender received beyond scheduled date and time shall not be considered and will be summarily rejected.
6. The various crucial dates relating to **"Tender for Providing Manpower Services to Council of Higher Secondary Education, Odisha, Bhubaneswar are cited as under.**
 - (a) Period of availability of Tender Document in the website : **18.09.2016 to 20.10.2016.**
 - (b) Last Date and time for submission of Tender Document : **18.09.2016 to 20.10.2016 (up to 5.00p.m)**
 - (c) Date and time for opening of
 - (i) Technical Bid : **21.10.2016 at 11.00a.m**
 - (ii) Financial Bids of eligible Tenders and selection : **21.10.2016 at 04.00p.m**
 - (d) Likely date for commencement of deployment of required manpower : **01.11.2016 (F.N)**
7. 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 the Council"** and **Financial Bid for providing Manpower Services to the Council"**. Both sealed envelopes should be kept in a third sealed cover envelope super scribing **"Tender for providing Manpower Services to the Council"**

8. The Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand) only refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of Finance Officer, C.H.S.E, Odisha payable at Bhubaneswar, **failing which the tender shall be rejected summarily.**
9. The successful tenderer will have to deposit security deposit of one month remuneration/service charges cost including statutory due against supplied manpowers/security personnel in the form of Fixed Deposit Receipt (FDR) made in the name of the Manpower Service Provider but hypothecated to the Finance Officer, C.H.S.E, Odisha, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
10. The tendering Manpower Service providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, **failing which their bid shall be summarily/out rightly rejected and will not be considered any further:**
 - (a) Copy of License issued by the Home Deptt., Govt. of Odisha ;
 - (b) Copy of PAN card/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.
11. **Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**
12. All entries in the tender form should be legible and filled in 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.
13. The Technical Bids shall be opened on the scheduled date and time, i.e at 11.00a.m on 21.10.2016 in the Conference Hall, C.H.S.E, Odisha, Bhubaneswar in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time. Maximum two persons for a bidder/tender shall be allowed to participate in the opening of the Tender.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order and qualified. The financial bids shall be opened at 04.00p.m on 21.10.2016 in the Conference Hall, C.H.S.E, Odisha, Bhubaneswar in the presence of representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of Council reserves the right to annul any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

The tendering manpower service provider should fulfill the following technical specifications

- (a) They should be registered with the appropriate registration authorities like authority of Labour Department, Home Department, Service Tax, etc.
- (b) They should have at least **two/three years'** experience in providing manpower to Government Departments, Public Sector companies/Banks etc.
- (c) They should have their own Bank Account.
- (d) They should be registered with Income Tax and Service Tax departments.
- (e) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

APPLICATION – TECHNICAL BID

For providing Security Personnel to C.H.S.E, Odisha, Bhubaneswar.

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit : D.D. No. _____ Date; _____
of Rs. _____ drawn on Bank _____

3. Name of the Proprietor/Partner/Director: _____

4. Full Address of Registered Office _____

Telephone No. _____
Fax No. _____
E-Mail Address _____

5. Full address of Operating/Branch Office: _____

Telephone No. _____
Fax No. _____
E-Mail Address _____

6. Name & telephone no. of Authorised: _____
Officer/person to liaison with Field Office(s)

7. Banker of the Manpower Service Provider _____
(Attach certified copy of statement of
account for the last three years)

Telephone Number of Banker _____

8. PAN/GIR No _____
(Attach self attested copy)

9. Service Tax Registration No. : _____
(Attach self attested copy)

10. E.P.F. Registration No. _____
(Attach self attested copy)
11. E.S.I. Registration No. _____
(Attach self attested copy)
12. No. & Date of License issued by Home Department : _____
(Attach self attested copy)

13. Financial turnover of the tendering **Manpower Service Provider** for the last Three financial Years.

Financial Year	Amount (Rs. in lacs)	Remarks, if any
2013-14		
2014-15		
2015-16		

14. Additional information if any:
(Attach separate sheet if space provided is insufficient)

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

Sl. No.	Name of client, address, telephone & Fax No.	Manpower Services provided		Amount of contract (Rs. In Lakhs)	Duration of contract	
		Type of Manpower provided	No.		From	To

16. Additional information if any:
(Attach separate sheet if required)

Date:
Place:

Signature of authorized person
Full Name:
Seal:

DECLARATION

1. I, Sri _____ 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.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

APPLICATION – FINANCIAL BID

For providing Security Personnel to C.H.S.E, Odisha, Bhubaneswar.

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.	Man-power type	Monthly rate per person						Total amount per Person.
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	
1.	Head Guard							
2.	Guard							

Date:
Place:

Signature of authorized person
Full Name:
Seal :

1. The total rates quoted by the tendering bidder 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 number of working days for which duty has been performed by each man power duly certified by the competent authority.

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TERMS & CONDITIONS

1. The Agreement shall commence from 01.11.2016 and shall continue till 31.10.2017 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on 31.10.2017 A.N unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Agreement to any other organization by whatever name be called without the prior written consent of the Authority.
5. This Council at present has tentative requirement of 07 no. of Guards & 01 no. of Head Guard. The requirement of the Council may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. 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/forged at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving One month notice to the Manpower Service Provider.
8. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the Council so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Council shall be that of the Manpower Service Provider and the Council will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Council.
10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Council.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Council shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Council 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.
13. 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.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. 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.

16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Service Tax Authorities, Provident Fund Authorities, Employees State Insurance Corporation, Home Department of Govt. of Odisha, etc., and copy of the such registrations should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable
18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. The persons deployed should be polite, cordial and efficient while, handling the assigned work and their actions should promote good will and enhance the image of the Council. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

20. 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.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages, as notified from time to time by the Govt. of Odisha, payable to different types of worker in respect of the persons deployed by it in the Council. The Council shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Council to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter in force. Self attested photo copies of such documents shall be furnished to the Council.
23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Council or any other authority under Law.
24. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Council concerned is put to any loss / obligation, monetary or otherwise, the Council concerned will be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Council concerned 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 Council concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Deposit.

FINANCIAL

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (Rupees Twenty thousand) in the form of Demand Draft drawn in favour of Finance Officer, C.H.S.E, Odisha payable at Bhubaneswar, failing which, the tender shall be rejected outrightly.
28. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage) / Financial Bid (Second competitive stage) shall be returned to them as such. **In case of successful tenderer, if the Service provider fails to deploy the required manpower in the council against the initial requirement from date of placing the order the EMD shall stand forfeited without giving any further notice.**
29. The successful tenderer will have to deposit security deposit of one month remuneration/service charges cost including statutory due against supplied manpowers/security personnels, in the form of Fixed Deposit Receipt (FDR) made in the name of the Manpower Service Provider but hypothecated to the Finance Officer, C.H.S.E, Odisha, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
30. In case of breach of any terms and conditions attached to this agreement, the Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
31. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Council concerned in respect of the persons deployed and submit the same to Secretary, CHSE, Odisha, Bhubaneswar 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.
32. The claims 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 Council concerned.
33. The amount of penalty calculated @Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
34. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above to ensure timely completion of the tender process and so as to overcome the problem encountered at a later stage.
35. 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 his decision and the same shall be binding on all parties.
36. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
37. The successful bidder will enter into an agreement with this Council for supply of suitable and qualified security personnel as per requirement of this Council on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid.
2. Self-attested copy of registration of Manpower Service Provider.
3. Certified copy of the statement of bank account of Manpower Service Provider for the last three years.
4. Self-attested copy of PAN /GIR Card.
5. Self-attested copy of the latest IT return filed by Manpower Service Provider.
6. Self-attested copy of the Service Tax registration certificate.
7. Self-attested copy of the P.F registration letter/certificate.
8. Self-attested copy of the E.S.I. registration letter/certificate.
9. Certified documents in support of the financial turnover of the Manpower Service Provider:
10. Certified documents in support of entries in column 13 of Technical Bid application.
11. **Copy of the terms and conditions at pages 10 to 12 in Tender Document with each page duly signed and sealed by the authorized signatory of the Manpower Service Provider in token of their acceptance.**

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

1. List of Manpower shortlisted by Manpower Service Provider for deployment in the Council containing full details i.e. **date of birth, marital status, address, educational qualification**, etc.
2. Bio-data of all persons deployed.
3. Any other document considered relevant.