



ADVANCED TECHNICAL TRAINING CENTRE

**AN ISO 9001 CERTIFIED INSTITUTE
BARDANG, SINGTAM, EAST SIKKIM - 737134**

Phone: 9609865689, 9434035381, 9434867624

**COMPETITIVE BIDDING FOR SERVICES OF
CLEANING AND HOUSE KEEPING (SAFAI KARMACHARI)
OF
ADVANCED TECHNICAL TRAINING CENTRE**

Bid Reference	: <u>ATTC/TEN/MANPOWER SUPPLY/2021/01</u>
Last Date and Time for Receipt of Bids	: 24.03.2021 upto 1600 hours
Time and Date of Opening of Bids	: 25.03.2021 at 1100 hours
Place of Opening of Bids	: Office of Additional Director, Directorate of Technical Education, Education Department, Gangtok
Address for Communication	: ATTC, Bardang, Singtam, East Sikkim – 737134
Tender Title	: For Supply of Manpower (Unskilled)

SECTION – I

INVITATION FOR BIDS (IFB)

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INVITATION FOR BIDS (IFB)

1. The Principal, ATTC Bardang, now invites sealed bids on behalf of Advanced Technical Training Centre from eligible bidders for supply of manpower for cleaning and housekeeping (Safai Karmachari).
2. Interested eligible Bidders may obtain further information from the office of Principal, ATTC Bardang, Singtam, East Sikkim - 737134
3. The price to be bid will be based on total cumulative charges for 10 employees per month inclusive of all taxes i.e EPF, ESI & Service Charges (if any). It may also be noted that the payment to employees must adhere to the minimum wage policy of Govt. of Sikkim.
4. All bids must be accompanied by a bid security (in a **separate** sealed envelope) in favour of **The Principal, ATTC** as specified in the bid document and must be delivered to the office as indicated above.
5. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
6. In the event of the date specified for bid receipt and opening declared as a public holiday in office of ATTC, Bardang the date for submission of bids and opening of bids will be the following working day at the appointed times.

SECTION - II

**PRICE BID FOR CLEANING AND HOUSE KEEPING
(SAFAIKARMACHARI)**

FORM – 1

TECHNICAL BID

For providing Unskilled manpower to ATTC, Bardang

1. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)

2. Name of the Proprietor /Director of Company/Firm/Agency

3. Full address of the registered office _____

Phone Number: _____

E-Mail Address _____

5. Full address of Branch office _____

Phone Number: _____

E-Mail Address _____

6. Banker of Company/Firm/Agency (with full address) _____

7. PAN/GIR No. _____

(Attach attested copy)

8. GST Registration No. _____

(Attach attested copy)

9. E.P.F. registration Number _____

(Attach attested copy)

10. E.S.I. Registration Number _____

(Attach attested copy)

11. License issued by competent authority

(Attach attested copy)

12. Experience Certificate (minimum 1 year)

(Attach attested copy)

FORM – 2**FINANCIAL BID**

Tender Inviting Authority: Advanced Technical Training Centre, Bardang
Name of Work: FOR SUPPLY OF MANPOWER (Unskilled)
Contract No: ATTC/TEN/MANPOWER SUPPLY/2021/01
Name of the Bidder/ Bidding Firm / Company :
1. For Providing Unskilled manpower to the ATTC 2. All the unskilled manpower deployed in this Department shall be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency. 3. Monthly wages to be paid to deployed manpower will be as per following break up: Rate of monthly wages should not be less than rates of minimum wages for scheduled employments in the state Government.

Sl. No.	Manpower Description	Amount for 10 unskilled Employee in ₹
1	Daily Minimum Wage Rate (as per state Minimum Wages Act)	
2	Employees Provident Fund @13%	
3	Employees State Insurance @3.25%	
4	Contractors Service Charge	
5	GST @ 18%	
	Total	

Total in Figures	
Quoted Rate in Words	

Full Name: _____ Date: _____ Place: _____

Notes: 1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities 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 manpower.

SECTION - III

**SCOPE OF WORK &
TERMS AND CONDITIONS OF CONTRACT**

PREFACE:

1. Sealed Tenders are invited by the Principal of Advanced Technical Training Centre, Bardang (hereinafter referred to as 'ATTC') under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing manpower under Un-skilled categories in the ATTC, located at the address mentioned below for two years (extendable to further one year) on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY

The Principal,
Advanced Technical Training Centre,
Bardang East Sikkim- 737134.
Phone: 9434867624, 9434035381. Email: attc.skmpoly@gmail.com

2.1 Website for downloading tender document:

www.attc.skmpoly.edu.in

2.2 Contact person for any queries related to tender:

Tender related clarification may be obtained from:

1. **Mr. Yogendra Sharma**, Assistant Finance Manager, 9609865689

Written queries can be sent by email at: attc.skmpoly@gmail.com

2.3 Brief Details of the Tender

1	Name of the work & location	Details
i	Tender fee	₹1000/-
ii	Submission of earnest money Deposit (EMD)	EMD equal to ₹20,000/- in the form of Demand Draft/Pay order only in the name of "Principal ATTC", payable at Singtam
iii	Tender no.	ATTC/TEN/01/MANPOWER SUPPLY/2021/01
iv	Place of Payment	ATTC, Bardang
v	Last date of Submission of tender (part 1 and part II)	24/03/2021, 1600 hours

3. The cost of tender document is ₹1000/- (Rupees One Thousand Only), payable by Demand draft/Pay order or cash in favor of “Principal ATTC”, payable at Bardang or Singtam in the Account Section. The cost of tender may be submitted along with Technical bid in the form of a Demand draft/Pay order in favor of “Principal ATTC”, payable at Singtam. The cost of tender document is **NON-REFUNDABLE**. Tender submitted without cost will be rejected.

NOTE: Tenders without Earnest Money are liable to be rejected.

4. SCHEDULE FOR INVITATION FOR BIDS:

- i) Date of issue / publish of Tender document: 10-03-2021
- ii) Last date of receipt of Tender: 24-03-2021, 04:00 PM
- iii) Date and time of opening of Tender (Technical Bid): 25-03-2021, 11:00 AM
- iv) Date and time of opening of Financial Bid: 25-03-2021, 12:00 PM

NOTE: Financial bid will be opened only after Technical bid. Tenders whose Technical Bid does not qualify will be rejected and their Financial bids will not be entertained/opened.

- v) Bid will be opened at the Office of the Additional Director, Directorate of Technical Education, Education Department, Gangtok

5. **PERIOD FOR VALIDITY OF TENDER DOCUMENT:** Six months from the date of opening of the Tender.

6. **TYPE OF BID: Two bid system (Technical & Financial) i.e. Two separate sealed envelope cover system**

7. SCOPE OF WORK:

To provide the requisite manpower in accordance with the minimum rate of wages as per state Government norms of Labour and Employment under the scheduled employment.

(a) Requirement of manpower

Manpower required at	Total Unskilled Manpower
ATTC	10

The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

The institute shall pay the minimum rate of wages as applicable in state government norms under labour category.

(b) Fixation, Experience and Age Limit for the Manpower to be deployed by the Companies/Firms/Agencies:

- i) A person in possession of COI or Sikkim Subject
- ii) **Age:** He/She shall be between age group of 18 years to 50 years.

8. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

- i) Supervisor will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to ATTC with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the ATTC every month.
- v) The normal time to make the payment by ATTC is 5 to 30 days from the date of receipt of the bill.
- vi) Contractor shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by ATTC due to unavoidable circumstances.
- viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of ATTC.
- ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi) Requisite manpower shall be provided within 10 days from the acceptance of the contract.

9. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

- i) The deployed manpower will get the benefit of only National holidays and May day. For holidays on these days, the manpower will be paid wages at the rate equivalent to the average of his daily wages.
- ii) The deployed manpower has to work from Monday to Saturday from 08:00 AM to 04:00 PM.

10. EARNEST MONEY DEPOSIT (E.M.D):

Every bidder shall submit the (Bid security) earnest money deposit equal to ₹20,000/- in the form of Demand Draft/Pay order only in the name of "Principal ATTC", payable at Singtam, Bardang. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1) by ATTC.

11. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security deposit cum Performance guarantee of ₹30,000 (Rupees Thirty thousand only) shall be valid for two years and shall be submitted along with acceptance of work order in the form of Fixed Deposit/Bank Guarantee only in the name of "Principal ATTC", payable at Singtam, Bardang.

In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by ATTC, Bardang after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

13. EVALUATION CRITERIA:

- i) Total number of Bids received will be announced to bidders during Bid opening time.
- ii) The Bids will be opened by Designated Evaluation Committee in presence of the bidders.
- iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- iv) Price quoted in financial bid will be announced to bidders.
- v) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- vi) On the approval of Competent Authority, Lowest One (L-1) bidder name will be declared

14. GENERAL INSTRUCTIONS:

- i) Interested Parties shall submit their sealed tenders after inspection of the premises. The inspection of the premises can be made between 09.00 AM to 04:00 PM on all working days (Saturday and Sunday are holidays).
- ii) ATTC takes no responsibility for delay, loss or non-receipt of applications.
- iii) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by ATTC shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of two years from the date of award of work order and may be renewed for further period of one year unless it is curtailed or terminated by the ATTC owing to deficiency of services, sub-standard quality of unskilled manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- iv) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- v) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for unskilled manpower on the same terms and conditions in reasonable time.
- vi) All selected manpower shall wear Identity Card provided by the contractor every day during working hours.
- vii) The tenderer will be bound by the details furnished by him/her to ATTC, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Sikkim jurisdiction only.
- viii) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper dress.
- ix) All the documents should be digitally signed by the Tenderer.

15. PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of two years from the date of award of work order. This contract may be renewed for further period of one year on the same terms and conditions as mentioned in the tender document, provided the requirement of ATTC for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving three months prior notice in writing.

A. RIGHT TO ACCEPT OR REJECT TENDER

- i) The right of acceptance of tender will rest with the Principal, ATTC, Bardang
- ii) ATTC reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

16. BIDDER TO GET INFORMED HIM SELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

17. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- (i) The contracting agency shall ensure that the individual unskilled manpower deployed in ATTC conform to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by ATTC.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to ATTC.
- (iv) ATTC have five working days (i.e. Monday to Friday) in a week from 8.40 am to 4.30 pm with a lunch break of one hour from 1 pm to 2.00 pm. Besides this, ATTC observes Gazetted holidays notified by the Government of Sikkim. However, un-skilled manpower is required to work from Monday to Saturday as per the above mentioned timing.

- (v) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual unskilled manpower deployed by them in this office in the given time limit:
- a) List of persons deployed. [monthly]
 - b) Bio-Data with antecedent's details of the persons deployed- [at the time of deployment]
 - c) Birth proof of the candidates- [at the time of deployment]
 - d) Copy of Aadhaar Card of the candidates
 - e) Identity Cards issued by contractor bearing photograph - [within 8 days]
 - f) Identity proof and residential proof- [at the time of deployment].
- (vi) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- (vii) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (viii) All the issues related to contract, monthly payments etc shall be communicated and processed through the Administration and Finance Office.
- (ix) The contractor shall provide a substitute within 10 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond ten working days will attract pre-agreed liquidated damages@ ₹500/- per day on the service-providing agency.
- (x) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- (xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiii) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

18.LEGAL

- (i) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.
- (ii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iii) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (iv) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- (v) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vi) The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- (vii) Disputes & Differences:
Decision of the Principal, ATTC regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

19. TERMINATION

This agreement may be terminated by either party or fully by giving three months' notice in writing of the intention to terminate without specifying any reason(s) for termination.

On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

21. MODE OF PAYMENT

- (i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Supervisor in respect of the persons deployed and submit the same to ATTC in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the Office.
- (ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.
- (iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

22. Order for Arrangement of Documents with the Technical Bid

1. Application - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license from the Regional Labour Office.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. Attested copy of the GST certificate.
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified documents in support of entries of Technical Bid application.
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

23. Order for Arrangement of Documents to be Submitted by the Successful Agency Before Deployment of Unskilled Manpower.

List of unskilled manpower shortlisted by the ATTC, Bardang for deployment in the office with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Identity Cards issued by contractor bearing photograph
6. Identity proof and residential proof.