

Sirs,

Sub: Hiring of outsourced manpower services for CEE-CHAMP

Centre for Environment Education, a national institution Centre of Excellence of the MoEFCC, Govt of India is implementing and operating the common treatment facility for biomedical waste management, named CHAMP since May 17, 2005. CEE Kalaburagi Field Office is providing biomedical waste collection, treatment and disposal services in the city and all the talukas of Kalaburagi district.

STAFF REQUIREMENT:

1. Driver: 01 no
2. Helpers : (For Waste Collection from hospitals and Waste Treatment at site) : 09 nos
3. ITI Operator: (Electrical/mechanical for site machine operations) -01 no
4. Security Guards: 03 numbers (for total 24 hours site duty)
5. Peon- 01 no

CONTRACT PERIOD:

One year, extendable on satisfactory completion of terms and conditions.

STAFF DEPLOYMENT FOR WORK:

Availability of the 15 Staff on duty for 6 days for complete 8 hours. The remuneration is for deployment from 10 AM to 6:00 PM, including lunch of 45 minutes (working 6 days in week). As the services of CEE-CHAMP comes under emergency service, hence agency has to be provide alternative staff , If any one is on leave.

PERFORMANCE SECURITY DEPOSIT:

Two months invoice/bill will be kept as Performance Security Deposit with the CEE.

LIABILITIES, CONTROL ETC OF THE PERSONS DEPLOYED

1. The successful agency/bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the CEE-CHAMP before the commencement of work:

- a) List of persons to be deployed.
- b) Bio-data of persons alongwith the certificates in respect of educational/professional qualifications etc.
- c) Attested copy of matriculation certificate containing date of birth.
- d) Certificate of verification of antecedents of person by local police authority.
- e) Detailed proof of identity like driving licence, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the agency in CEE-CHAMP.

2. The successful agency/bidder shall ensure that the personnel deployed are medically fit.

3. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel in CEE-CHAMP office premises. In case of any damage/loss/theft etc., to the property of CEE-CHAMP, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by CEE-CHAMP or the same could be recovered from the performance guarantee, monthly payments, due to the agency.

4. The personnel deputed to CEE-CHAMP by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the successful agency will be liable to take disciplinary action against such persons, including their removal from the work, if required by the NCLA T.

5. The personnel deputed to CEE-CHAMP shall not be changed by the agency in any circumstances unless there is a specific request from CEE-CHAMP in writing.

6. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed in CEE-CHAMP and CEE-CHAMP will have no liabilities in this regard.

7. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the CEE-CHAMP. The persons deployed by the agency/bidder in CEE-CHAMP shall not have claims of any employer and employee relationship against CEE-CHAMP .

8. The successful agency/bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. CEE-CHAMP shall in no way be responsible for settlement of such issues whatsoever

9. CEE-CHAMP shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.

10. The persons deployed by the successful agency/bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of CEE-CHAMP during the currency or after expiry of the contract.

11. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the CEE-CHAMP.

12. Agency requires to provide uniform, ID cards, ESI card to all the deployed staff on duty right from the first month of work.

LEGAL

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in the CEE CHAMP.

2. The successful agency/bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to CEE-CHAMP to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the CEE-CHAMP is put to any loss/obligation, monetary or otherwise, CEE-CHAMP will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.
3. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the CEE-CHAMP or any other authority under law.
4. The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7th of every month. A penalty of 500/- per day shall be imposed on the agency for failure to meet this deadline.
5. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed in CEE-CHAMP at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from CEE-CHAMP.

GENERAL TERMS & CONDITIONS

1. The quote with self attested documents as mentioned in annexure 1 should be sent to
CEE South
Centre for Environment Education
Karnataka State Office
5th Floor, 'Vanavikas' Karnataka State Forest Development
Corporation Ltd
Malleshwaram, 18th cross, Bangalore-560003
Tel: 080-28568029
Email: purchase@ceeindia.org, ceekolkata@ceeindia.org

and should reach on or before 5:00 PM at 20-4-2019 by Registered Post or by hand, email or courier at the above mentioned address duly superscribed on the top of the envelope as "Quote for Hiring of Outsourced Manpower Services in CEE-CHAMP".

2. Each page of the quotation document should be signed and stamped by authorised signatory.
3. Rates of all personnel should be quoted, otherwise the quotation shall be rejected. Rates should be quoted, both in Figures & Words, inclusive of all taxes.
4. The agency service charge should also be quoted in the quote.

5. CEE- CHAMP reserves the right to modify/relax any of the terms & conditions of the tender.
6. Pre-Bid inspection/Survey: The bidder may visit CEE CHAMP office to have an understanding of the requirements during working hours. For the same, prior appointment at through above mentioned phone number can be taken and visited.
7. The selected agency shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to provide the outsourced manpower and shall agree to keep itself liable and responsible for any such violation directly to their responsibilities for the contract.
8. CEE -CHAMP may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CEE CHAMP and performance of the agency.
9. Once the rates are finalised, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
10. The successful agency may also opt for premature cancellation of the contract by giving 60 days notice in writing. If contract is cancelled without any notice, CEE CHAMP reserves the right to forfeit the PG of the successful bidder.
11. The successful agency shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency.
12. The bidder will be bound by the details furnished by him/her/them to the CEE-CHAMP while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.

LIQUIDATED DAMAGES

1. The successful agency shall replace immediately any of its personnel who are found unacceptable to CEE-CHAMP because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the CEE-CHAMP. The delay in providing a substitute beyond two working days would attract a penalty @1000/- per day on the service providing agency. In case of more than 5 days delay, CEE CHAMP may in its discretion terminate the contract.
2. The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond two working days would attract a penalty@1000/- per day on the service providing agency. In case of more than 5 days, CEE CHAMP may in its discretion terminate the contract.
3. The successful agency shall also have back up of all the above staff as provided and immediately provide a substitute in the event of any person on leave due to his personal reason. Being an emergency operational service, the person on leave to be substituted by a backup staff on the same day at a short notice.

ELIGIBILITY OF AGENCY/ BIDDERS

1. The bidders should be company, registered under Indian Companies Act, 1956/2013 or partnership firm registered under the Indian Partnership Act or Proprietary concern. Self-attested documentary proof should be provided.

2. The bidder should have at least two years' experience of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSU s/Nationalised Bank/State Govt. Departments/ Autonomous/Statutory Bodies/corporations. The copy of the experience certificate/work order issued by the respective office should be provided.
3. The bidder should have its own bank account. A self-attested bank account statement for the last six months should be provided.
4. The bidder should have office of the company/firm/agency in Kalaburagi.. A self-attested documentary proof should be provided.
5. The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions and accepted all the provisions of the same.
6. The agency should furnish signed declaration indicating that they have not been blacklisted/debarred by the Ministries /Departments of Govt. of India/Central PSU s/ Nationalised Banks/State Govt. Departments/ Autonomous Bodies/Statutory Bodies/Corporations for the last two years and there is no litigation with any Government Department on account of similar services.
7. The tenderer/bidders are required to enclose attested photocopies of the documents listed in annexure 1, along with the quotation, failing which the quotations shall be summarily rejected and will not be considered any further.

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

1. List of manpower shortlisted by the agency for deployment containing full details
 - i. e., name, father's name, mother's name, date of birth, residential and permanent address.
2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
3. Detailed proof of identity like driving licence, bank account details, proof of residence and recent size of photograph of the personnel proposed to be deployed in CEE-CHAMP by the agency.
4. Performance Security Deposit equivalent to two months invoice in the form of FDR issued by a nationalised bank in favour of CEE CHAMP within 20 days of issue of JO.

PAYMENT TERMS:

1. The successful agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding para for payment.
 - (a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESL
 - (b) Copies of deposit of PF, ESI, Taxes and applicable from time to time. CEE-CHAMP may ask for producing the originals of any documents for verification.
 - (c) Bank Statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at CEE-CHAMP.
- 2.. First payment shall be released after furnishing Performance Security Deposit.

3. The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th every month.
4. The successful bidder will ensure the remittance of remunerations to the personnel deployed by them in CEE CHAMP by directly transferring into their respective Bank Accounts.
5. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
6. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill
7. In case CEE-CHAMP receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.
8. In case, the contract is further extended beyond the initial period, the Performance Security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest.
9. The successful bidder will be required to execute a service level agreement as per with CEE-CHAMP within the period specified in the Letter of Intent/work order on 100/- non-judicial stamp paper.

CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, CEE CHAMP may, at its discretion ask the agency for any clarification(s) of its bid. However no post bid clarification at the initiative of the bidder shall be entertained.

JURISDICTION FOR DISPUTE REDRESSAL

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to Courts at Ahmedabad..

ANNEXURE-1

SELF ATTESTED DOCUMENTS TO BE SUBMITTED ALONGWITH THE QUOTATION

1. Registration Certificate under the Companies Act, 2013 or partnership firm registered under Indian Partnership Act or Proprietary concern.
2. Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.
3. Copy of PAN number.
4. Copy of the latest IT Returns filed with the Income Tax Department.
5. Copy of EPF Registration certificate.
6. Copy of ESI Registration certificate.
7. Copy of the Service Tax Registration certificate.
8. Copy of the Turnover Statement for the last two years.
9. A self-attested bank account statement for the last six months