



SAMBALPUR UNIVERSITY
JYOTI VIHAR,
BURLA-768019, SAMBALPUR
ODISHA

No. 2955 /Maint.

Date 04/05/18

TENDER CALL NOTICE

Sealed Tenders are invited from intending reputed party/Agency/Firm/Company/Organization hereinafter referred to as manpower service provider, for various units of Sambalpur University as mentioned in the proforma as per our term and conditions so as to reach the undersigned on or before Date 19.05.2018 by 11.30 a.m. through Courier/Speed Post/Regd.Post only and which will be opened on the same day at 1.00 p.m. in presence of the party or their representative if any. The sealed cover should be super scribed with the word "**Tender for providing manpower service to Sambalpur University**". The Sambalpur University reserves all the right to cancel any or all/accept any or all the tenders without assigning any reason thereof. The proforma, term and conditions can be obtained from the Maintenance Section during office hour at any working day or it will be available on the University website www.suniv.ac.in

Memo No. 2956 /Maint.

Date 04/05/18

Copy forwarded for information and necessary action to:-

- 1.Editor, Dharitri, Daily Odia News Paper Panitankipada, Mudipada Chhack, Sambalpur to publish the quotation call notice once in the local Sambalpur Edition on or before date 06.05.2018 using minimum space and submit the bill in duplicate at Government concessional rate along with copy of publication for payment.
- 2.Dy.Director, E-gov. nodal centre to display in University website.
- 3.District Labour Officer, Sambalpur

Memo No. 2957 /Maint.

Date 04/05/18

Copy forwarded for information and necessary action to:-

1. Comptroller of Finance, S.U.
2. Account Officer, S.U.
3. Section Office, Account I/Cash Section, S.U.
4. Secretary to Vice Chancellor, S.U.
5. P.A. to Registrar, S.U.
6. Five (5) copies to Maintenance Section, S.U.

TERMS AND CONDITION

1. A sum of Rs. 5000/- (Rupees five thousand) only shall be deposited as Earnest Money Deposit (EMD) in shape of B.D. in favour of **“Comptroller of Finance, Sambalpur University”** payable at SBI, Jyoti Vihar or UCO bank, Katapali. The Earnest Money Deposit shall be refunded to the unsuccessful bidder after finalization of the quotations.
2. The selected party/Agency/Firm/Company/Organization shall deposit **“Security Money Deposit”** of **Rs.5,00,000/-** (Rupees Five lakhs) only in favor of **“Comptroller of Finance, Sambalpur University”**, Payable at State Bank of India, Jyoti Vihar or UCO Bank, Katapali in shape of DD in addition to EMD.
3. The security money Deposit of will be forfeited if the successful bidder fails to execute the job whatever reason there may be.
4. The firm should have at least three years experience. The firm must have valid certificate of Incorporation, Labour License, PAN number, E.P.F.Registration, E.S.I.Registration, G.S.T. Registration, Income Tax Return and Audit Report for last three financial years, Annual Turnover, Balance Sheet,
5. Manpower(s) must be literate staffs with minimum educational qualification who work for eight (8) hours daily. All the educational certificates of the manpower(s)/ Supervisors will be verified by the Sambalpur University authority before starting of the work. The full particulars of the manpower(s) to be deployed by the agency including their names and addresses shall be furnished to Sambalpur University along with testimonials before they are actually deployed for the job. The agency shall not deploy or shall discontinue deploying the Manpower(s), without consent of the Sambalpur University at any time without assigning any reason whatsoever.
6. Irregular service or bad behavior or willful absence of the deployed person(s) may cause termination of the approval without prior notice.
7. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name it may be called. The Manpower Service Provider shall not entrust the work to any other party or parties.
8. 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 a breach of terms of agreement making it liable for legal action besides termination of the Agreement.

9. The University reserves all the right to termination of contract at any time with one month notice.
10. All the pages and papers of the Tender document will be self attested with seal of the party / Agency/Firm/Company/Organization
11. The persons deployed shall be required to report for work in time before appropriate authority In case, the person deployed remains absent on a particulars day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
12. The Manpower Service provider shall nominate a supervisor who shall be responsible for immediate interaction with the Department so that optional services of the persons deployed could be availed without any disruption.
13. The persons deployed as Literate Staff(s) from Sambalpur District in priority basis shall be required to report to duty in morning and maintain the working time from at **8.00 a.m. to 1.00 pm and 2.00 p.m. to 5.00 p.m.** with one hour recess at Administrative Block and Library Building and other staff(s) of different categories shall be required to work for Eight (8) hours daily **excluding Sundays and Holidays** and the payment towards wages will be made on the basis of satisfactory working certificate produced by the controlling authority.
14. The person deployed may be called on Sundays and holidays to attend duty and shall be paid as per approved rate in the agreement made by this office.
15. The Security Service Provider shall provide reasonably good dress/uniform with name badges as applicable to its man powers deployed at Sambalpur University at its own cost and ensure that they are used by the man powers deployed and are maintained in good condition.
16. All staffs of the organization shall wear photo identity card during the period of work, which shall be duly signed by the University authority/ representative of the organization.
17. For attending of such duty the Authority of Sambalpur University will exercise his power to fix the rate of wages for payment as and when revised by the department of labour, Govt. of Odisha and which shall be applied to the Sambalpur University or by negotiation with the party on a written request.
18. The entire financial liability in respect of manpower service deployed in the Department or Office concerned shall be that of the Manpower service provider and the Department or Office concerned 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 finical bid and adduce such evidence as may be required by the Department or office concerned.

19. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules and 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 Department or Office concerned.
20. The Manpower Service Provider shall be solely responsible for the redress of grievances or resolution of disputes relating to persons deployed. The Department or Office shall in no way be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower service provider the deployed person can place their grievance before a joint Committee consisting of a representative of the Department or office concerned and an Authorized representative of the Manpower service provider.
21. The Department or office shall not be responsible for any financial loss or any Injury or damage to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
22. 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.
23. 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.
24. 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 before the start of work.
25. The rates of different categories of deployed person(s) shall not be less than the rates of minimum wages prescribed by the Government of Odisha from time to time under the Contract Labour (R&A) Act, 1970 and the Minimum Wages Act, 1948.
26. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation., and a copy of the registration 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, if required under the Act.
27. 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, whichever applicable.

28. The employees presently working in this institution under different out sourcing agency will be given first preference. In case of any removal, the approval of the Sambalpur University authority is to be obtained.
29. The Manpower Service Provider shall submit *a character and antecedent verification certificate from the local Police authority* regarding their records before deployment of any man power and no criminal case should be pending against them.
30. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed.
31. 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 or 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.
32. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department concerned shall have no liability in this regard.
33. The period of engagement shall not be counted as Government service for purpose of pension and any other retirement benefit.
34. The engagement may be terminated at any time for unsatisfactory performance, any misconduct, misappropriation, negligence or causing loss to department or office.
35. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time as per the rules and regulations in the matter. Attested photo copies of such documents shall be furnished to the Department or office concerned.

36. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
37. No person will be terminated without prior notice of the authority concerned. If any allegation received it will be brought to the notice of the authority.
38. The Tax deduction at Source(TDS) 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 to the Department or office concerned.
39. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and as a result, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Security Money Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
40. 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 department or office concerned will have no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider. If any loss or damage is caused to the Department or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Money Deposit.
41. In case of breach of any terms and conditions attached to this agreement, the Security Money Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
42. The Manpower Service Provider shall raise the bill, in duplicate along with attendance sheet duly verified by the Department or office concerned in respect of the persons deployed and submit the same to the competent authority in the first week of the succeeding month and the payment to the labour contractor will be made after the execution of satisfactory work and obtaining due certification from the competent authority. As far as possible the payment will be released by the second week of the succeeding month.
43. The claims in bills should be necessarily accompanied with documentary proof of deduction and deposit challans of Employees State Insurance and Provident Fund pertaining to the concerned bill month along with acknowledgement of receipt of wages by employees duly indicating the earnings, Copies of Service Tax or any other tax levied by Government of previous month. Sambalpur University may ask the agency for producing the originals of any document for verification otherwise 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 Department or office concerned.

44. The amount or 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.
45. If any employee of the successful bidder will proceed on leave/ off; then his/her work will be managed by the extra employee of the said firm. This office will have no relation or liability of the said management. Before entering the agreement, the number of man powers to be engaged should be finalized and mutually agreed.
46. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
47. The successful bidder/tenderer must establish its office in Burla/Sambalpur for smooth functioning of the work
48. 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.
49. 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.
50. All the pages and papers of the Tender document will be self attested with seal of the party / Agency/Firm/Company/Organization
51. The Sambalpur University reserves all the right to cancel any or all/accept any or all the tenders without assigning any reason thereof. The decision of the Authority of the Sambalpur University shall be final and binding to all the bidders.
52. The University reserves all the right to termination of contract at any time with one month notice.
53. These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Sambalpur University and the Security Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

PROFORMA OF TENDER FOR PROVIDING MANPOWER

With reference to Notice No. _____/Maint. Dated _____

1. Name of the party/Agency/Firm/Company/Organisation _____
2. Address of the Registered Head Office and Branch Office _____

Phone No. _____ E-mail ID _____

3. Details of Certificate of Incorporation (Xerox copy to be attached):
4. Details of Labour License/Registration under the contract Labour(Regulation & Control) Act.1970 (Xerox copy to be attached):
5. PAN Card No. _____ (Xerox copy to be attached)
6. Bank Account No. _____ (Xerox copy to be attached)
7. E.P.F. Registration No. _____ (Xerox copy to be attached)
8. E.S.I. Registration No. _____ (Xerox copy to be attached)
9. G.S.T. Registration No. _____ (Xerox copy to be attached)
10. IT return and Audit report of the party/Agency/Firm/Company/Organization for the last three financial years(FY2014-15,FY2015-16 & FY2016-17)
11. Annual Turn Over for the last three financial years(FY2014-15,FY2015-16 & FY2016-17).
12. Balance Sheet for the last three financial years(FY2014-15,FY2015-16 & FY2016-17).
13. Details of past experience of executing similar nature of work in following format:-

Sl.No.	Name and address of client organization	Type of man power provided	Period of Contract		Amount of the Contract(in Rs)
			From	To	

14. An affidavit stating that the said party/Agency/Firm/Company/Organization is not blacklisted by the Govt. Of Odisha /Govt. of India and have not found guilty in any court during last 3 years.
15. EMD details of Rs.5000/- in shape of Demand Draft in favour of “**Comptroller of Finance, Sambalpur University**” and Payable at State Bank of India, Jyoti Vihar Branch or UCO. Bank, Katapali Branch.

Name of Bank _____ Bank Draft No. _____ Date _____

DECLARATION

Certified that the above mentioned particulars are true to the best of my knowledge and belief. In case, any above statement is not found correct, my Tender may be rejected.

I also confirm that our offer shall be valid for two year from the date of finalization of Tender. I also authorize to the Registrar, Sambalpur University to forfeit my Security Money Deposit in case of my Tender is accepted and I fail to execute the job for whatever reason there may be.

Date _____
Place _____

Signature of Tenderer with Seal
(Full name)

1. Rate per person per day (8 hours per day-26 days) inclusive of all statutory liabilities taxes, levies, cess etc:

Sl. No.	Type of Manpower	Wages per day	EPF	ESI	Total (3+4+5)	Service Charges	G.S.T.	Grand Total (6+7+8)
1	2	3	4	5	6	7	8	9
1	Unskilled							
2	Semi skilled							
3	Skilled							
4	High Skilled							

Date
Place

Signature of Tenderer with Seal
(Full name)

- The wages shall not be less than the minimum daily wages approved by the Government of Odisha, Labour and ESI Department. Violating this at any stage will lead to rejection of Tender or termination of service.*
- The Service Charge should be more than the TDS amount (to be calculated from the total amount i.e. column-6 above). The Agency quoting service charge equivalent or less than TDS amount will be rejected out rightly.*
- In case of Service Charges and marks of two or more Agencies/Firm/Companies remains the same , *the selection will be made in favor of the Firm/Agency/Company in terms of having (i) higher turnover, (ii) higher net profit (in amount) as per Income Tax returns and (iii) more experience in providing service of similar scale.*
- 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 person. The E.S.I. and E.P.F. dues of the employees along with the G.S.T. deposited by the Manpower Service Provider will be submitted every month with the bills by 1st week of every month or else that monthly bill will be held up for payment.
- University will provide the list of manpower required from time to time (such as cook, gardener, Utensil Cleaner, Valve man, Peon/Sweeper, Attendant, Matron (W) etc) based on the requirement. The categories of different labourers will be finalized after clearance form District Labour Officer, Sambalpur.
- In case the tenderers are signed by the Authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with tender.