

No. 2258/Estate & Maint.Date: 25/04/2023**TENDER CALL NOTICE**

Sealed tenders are invited from intending reputed Party/Agency/Firm/Company/Organization herein after referred to as Manpower Service provider, for providing manpower(Watchman) for various units of Sambalpur University as mentioned in the Proforma as per our terms and conditions so as to reach the undersigned on or before **Dt.15.05.2023 by 10.00 A.M.** through Speed Post/ Registered Post only and which will be opened on the next day i.e. **16.05.2023 at 11.00 A.M.** in presence of the party or their representative if any. The sealed cover should be super scribed with "**Tender for providing Manpower service (watchman) to Sambalpur University**". Sambalpur University reserves all the right to accept any or all tenders/ cancel any or all the tenders without assigning any reason thereof. The Proforma, terms and conditions will be available on the University website www.suniv.ac.in. w.e.f. **25.04.2023**.

Memo No. 2259/Estate & Maint.
 Registrar 25/04/23
 Date: 25/04/2023

Copy forwarded for information and necessary action to:

1. Director, e-Gov: He is requested to upload the Tender Call Notice in the University website for wide circulation.
2. University Notice Board.
3. PA to Collector, Sambalpur/PA to Commissioner, SMC, Sambalpur with a request to display in the notice board for wide circulation.
4. District Labour Officer, Sambalpur

Memo No. 2260/Estate & Maint.
 Registrar 25/04/23
 Date: 25/04/2023

Copy forwarded for information and necessary action to:

The Dy. Director, Advertisement, I&PR Dept, Govt of Odisha, Bhubaneswar with a request to publish the advertisement in **One Odia News Paper & One English News Paper** in one issue with minimum size as prescribed by I&PR Dept, Govt of Odisha on or before **27.04.2023** and direct the concerned Newspaper agency to submit the bill in triplicate along with copy of the advertisement for payment.

Memo No. 2261/Estate & Maint.
 Registrar 25/04/23
 Date: 25/04/2023

Copy forwarded for information to:

1. Comptroller of Finance, Sambalpur University
2. Int. Audit/Section Officers, ABC/Accts-I/Accts-II/Cash/Diary Section Sambalpur University.
3. Secy. to Vice Chancellor/P.A. to Registrar for kind information of Hon'ble Vice Chancellor and the Registrar.
4. OIC, Estate & Maint., Sambalpur University.

Registrar 25/04/23



SAMBALPUR UNIVERSITY
Jyoti Vihar, Burla-768019

Tender Document: For Manpower Service (Watchman)

For providing Services of Unskilled Manpower like Watchman to Sambalpur University by a Private Manpower Service Provider.

| | | |
|--|---|--------------------------|
| Period of issue of Tender Document | : | 25.04.2023 to 15.05.2023 |
| Last Date and time for submission of Tender Document | : | 15.05.2023 by 10.00A.M. |
| Date and time for opening of | | |
| i) Technical Bids | : | 16.05.2023 at 11.00A.M. |
| ii) Financial Bids of eligible Bidders | : | 22.05.2023 at 11.00A.M. |

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Sambalpur University, Jyoti Vihar, Burla-768019 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Unskilled Manpower such as Watchman total 50 nos. or less (to be decided by the University) on outsourcing basis for day to day smooth functioning of the University.
2. The contract for providing the aforesaid manpower is likely to a maximum period of one year. However, it may be further extended time and again beyond completion of one year provided the requirement of Sambalpur University for manpower persists at that time or may be curtailed/terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements. Sambalpur University, however, reserves all the right to terminate the contract at any time after giving 15 days notice to the selected Service provider without assigning any reason thereof.
3. This Office has tentative requirement of 50 nos. of Un-skilled/Semi-skilled/Skilled Manpower. The requirements may increase/decrease in any/ all the categories.
4. The estimated cost of the contract for Manpower Service for Watchman is **Rs.6,25,815/-** per month (including Statutory deposits) as per the presently prevailing minimum wage. The estimated cost of the contract may vary at the time of finalization of the tender depending upon the rate of minimum wage prevailing at that time.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.18,780/-** (3% of Contract value).
6. 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 Service (Watchman) to Sambalpur University, Jyoti Vihar, Burla-768019**" and "**Financial Bid for Providing Manpower Service (Watchman) to Sambalpur University, Jyoti Vihar, Burla-768019**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Service (Watchman) to Sambalpur University, Jyoti Vihar, Burla-768019**".
7. The Earnest Money Deposit (EMD) of **Rs.18,780/-** (Rupees Eighteen Thousand Seven Hundred Eighty) only, refundable (**without interest**), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn at any nationalized bank in favour of "**Comptroller of Finance, Sambalpur University**" payable at **SBI, Burla, Jyoti Vihar branch failing which the tender shall be rejected summarily**.
8. MSME/NSIC registered firms are exempted from EMD submission while applying for the bid.
9. The successful Service Provider will have to deposit a Performance Security Deposit of **Rs.62,580/-** (Rupees Sixty Thousand Two Thousand Five Hundred Eighty) only, (10% of the Contract Value) in the form of Bank Guarantee from any Nationalised Bank drawn in favour of "**Comptroller of Finance, Sambalpur University**" payable at **SBI, Burla, Jyoti Vihar branch** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful Service Provider.

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10. The tendering Manpower Service providers are required to enclose photocopies of the list of documents under section **"DOCUMENTS TO BE PROVIDED WITH TECHNICAL BID"**, along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further.
11. This is for information of all bidders that, any types of the conditional bids shall not be considered in any case and will be out rightly rejected in very first instance.
12. Bids received in E-mail/FAX will be summarily rejected. Late bid shall be out rightly rejected.
13. All entries in 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 initiated by the person authorized to sign the tender bids.
14. The Authorized Signatory shall submit the letter of authorization.
15. The Technical bids shall be opened on the scheduled date and time at Sambalpur University, Jyoti Vihar, Burla, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The Financial Bid of only those renderers will be opened who qualify the Technical bids.
17. The Competent Authority of the Sambalpur University, Jyoti Vihar, Burla reserves the right to annul all bids without assigning any reason thereof.
18. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet dully signed by the authorized signatory.
19. The Sambalpur University, Jyoti Vihar, Burla reserves the right to call for any document in original including the Bank Account to verify the veracity of the documents.

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BID SUBMISSION CHECKLIST

| Sl. No. | Description of contents | Page Number |
|---------------------------------|--|-------------|
| Technical Bid (Original) | | |
| 1 | Application for Technical Bid: Covering Letter in Bidders Letter Head | |
| 2 | Form-T1 | |
| 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 years. | |
| 8 | Valid Address proof of the office (Copy of the Electricity Bill/Rent Agreement and copy of rent receipt). | |
| 9 | Up to date Pass book Transaction for last three Financial Year | |
| 10 | Financial details of the bidder along with all the supportive documents such as audited balance Sheet for the last 3 years. | |
| 11 | Power of Attorney in favour of the person signing the bid on behalf of the bidder. | |
| 12 | 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. | |
| 13 | Undertakings in stamp paper for not have been Black-listed by any Central / State Govt. / Any Autonomous bodies during the recent past. (Form-T2) | |
| 14 | Undertaking for not having any police case pending against the bidder (Form-T3) | |
| 15 | Declaration (Form-T4) | |
| Financial Bid (Original) | | |
| 16 | Covering letter in Bidders Letter Head | |
| 17 | Dully filled in Financial Bid (Form-F1) | |

It is to be ensured that:

1. All information has been submitted as per the prescribed format only.
2. 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.
3. All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory [in full and initial]: _____

Name and Designation with Date and Seal: _____

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DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Covering Letter
2. Original Demand Draft in support of EMD as applicable.
3. Attested copy of registration/ incorporation certificate of agency;
4. Certified copy of the statement of bank account of agency for the last three years;
5. Attested copy of PAN/GIR Card;
6. Attested copy of the latest IT Return filed by agency;
7. Attested copy of GST registration Certificate;
8. Attested copy of E.P.F. Registration letter/certificate;
9. Attested copy of E.S.I. Registration letter/certificate;
10. Certificate documents in support of the Financial turnover of the agency;
11. Copies of the Audited Balance Sheet for the last 3years.
12. Copies of the work orders from the previous organization for providing services during last 3 to 5years.
13. Undertaking regarding non-blacklisting -**Refer Form T2**
14. Undertaking for not having any police case pending against the bidder (On bidder's letter head)- **Refer Form T3**
15. Attested copy of Valid Labour License Certificate.
16. Declaration- **Refer Form T4**
17. Copy of MSME/NSIC registration certificate(if any).

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER (WATCH MAN)

1. List of manpower short listed by agency for deployment in Sambalpur University, Jyoti Vihar, Burla containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.
4. Antecedent verification from competent authority.

TECHNICAL REQUIREMENTS FOR THE TENDERING

MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfil the following technical specifications:

| Sl. No. | Eligibility Criteria | Supporting documents to be furnished along with the Technical Bid | Yes/No |
|---------|--|---|--------|
| 1 | The Bidder should be registered as firm/company as proprietorship/partnership/LLP or companies/trust/society etc. | Certificate of Incorporation/Registration | |
| 2 | The Bidder should be registered under appropriate authority of the following: <ul style="list-style-type: none">• Registered under the Contract labour (Regulation and Abolition) Act,1970• Registered under the Employees Provident Fund Act,1952• Registered under the Employees State Insurance Act,1984• Registered with Income Tax Department and GST. | Certificate of Incorporation/Registration | |
| 3 | The Bidder must have at least 3 to 5 years of experience in business (up to the last date of submission of bid) for providing similar type of services to Central / State Government / Autonomous bodies /agencies / Societies / corporate bodies.(However, higher experience will matter during final selection) | Copies of the work order from the previous authorities. | |
| 4 | The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of the user Department/Office. Besides, if the Department/ Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s). | Valid Address proof of the office (Copy of the Electricity Bill/Rent Agreement and copy of rent receipt). | |
| 5 | Must have average annual financial turnover of Rs. 10 Cr. (Rupees Ten Crores) only during the last three financial years. | Copies of audited Balance Sheet for the concerned period. | |

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|----|---|--|--|
| 6 | Must have its own bank account in any scheduled bank situated in Odisha. | Copies of the Pass Book and transaction Statement for the last 3 years. | |
| 7 | 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) | |
| 8 | Must not have any pending judicial proceedings for any criminal offences 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) | |
| 9 | Declaration by the Bidder | An undertaking to this effect to be furnished by the Bidder as per the prescribed format. (Form-T4) | |
| 10 | Other Statutory Documents: copies of | PAN, GSTIN, Copies of EPF & ESI Registration Certificate IT Return for the last 3 assessment year | |

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SCHEDULED OF REQUIREMENT

Tentative requirement of Manpower to be deployed for the proposed service given here as under:

| Sl. No | Description | Requirement |
|-----------------|----------------------|-------------|
| Manpower | | |
| 1. | Watchman (Unskilled) | 50 |

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APPLICATION – TECHNICAL BID

(For Providing Manpower Services to Sambalpur University, Jyoti Vihar, Burla)

(BIDDER LETTER HEAD)

COVERING LETTER

To

The Registrar
Sambalpur University
Jyoti Vihar, Burla-768019
Sambalpur, Odisha

Sub: Tender to provide Manpower service (Watch man) to Sambalpur University, JyotiVihar, Burla.
Sir,

I, the undersigned offer to participate in the tender process to provide manpower services in Sambalpur University in accordance with your Tender Notice No._____, Dtd._____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I do hereby declare that all the information and statement 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 90 days 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 do hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:_____

Address of the Bidder:_____

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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/Owner | |
| 4 | Full Address of Registered Office | Postal Address: |
| | | Telephone No: |
| | | FAX No: |
| | | E-mail Address: |
| 5 | Name & telephone number of authorized person signing the bid | Name & Designation: |
| | | Mobile Number: |
| 6 | Bank Details | Account Number: |
| | | Bank Name: |
| | | Bank and Branch: |
| | | IFSC Code: |
| 7 | PAN No. (Attach self attested copy) | |
| 8 | GSTIN (Attach self attested copy) | |
| 9 | EPF Registration No. (Attach self attested copy) | |
| 10 | ESI Registration No. (Attach self attested copy) | |
| 11 | Acceptance to all the terms & conditions of the tender (Yes/No) | |
| 12 | Power of Attorney / authorization letter for signing the bid documents | |
| 13 | Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid. | |
| 14 | Kindly mention the total number of pages in the tender document. | |

15. Financial turnover of the tendering **Manpower Service Provider** for the last 3 financial years.

| Financial Year | Amount (In Rs.) | Remarks, if any |
|----------------|-----------------|-----------------|
| FY:2021-22 | | |
| FY:2020-21 | | |
| FY:2019-20 | | |

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16. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

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

(if the space provided is insufficient, a separate sheet may be attached) :

| Sl. No | Name of client, address, telephone & Fax No. | Manpower services provided | | Amount of contract (In Rs.) | Duration of contract | |
|--------|--|------------------------------|-----|-----------------------------|----------------------|----|
| | | Manpower Provided (Watchman) | No. | | From | to |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

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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 organization 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 faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

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FORM-T3
UNDERTAKING

(On the Bidder's Letter Head regarding not has any pending judicial proceedings 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 / Partner / Persons to be deployed by our company.

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

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

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FORM-T4

DECLARATION

(On the Bidder's Letter Head)

1. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/ Partner/ 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.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

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APPLICATION – FINANCIAL BID

(For Providing Manpower Services (Watch Man) to Sambalpur University, Jyoti Vihar, Burla)

(BIDDER LETTER HEAD)

COVERING LETTER

To

The Registrar
Sambalpur University
Jyoti Vihar, Burla-768019
Sambalpur, Odisha

Sub: Tender to provide Manpower Service (Watch man) to Sambalpur University, JyotiVihar, Burla.

Sir,

I, the undersigned, offer to provide the services for Sambalpur University, Jyoti Vihar, Burla 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 of 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 servicesaccordingly.

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

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:_____

Address of the Bidder:_____

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FORM-F1

[Administrative Charge]

1. Name of tending 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 | Wages | EPF | ESI | Service Charge (i.e. Profit of the agency) (in Rs.) | Total | CGST (9%) On (5) (in Rs.) | SGST (9%) On (5) (in Rs.) | Grand Total |
|---------|--------------------------|-------|-----|-----|---|---------------|------------------------------------|------------------------------------|-----------------|
| | | (1) | (2) | (3) | (4) | (5)=(1+2+3+4) | (6) | (7) | (8)=(5)+(6)+(7) |
| 1 | Watchman (Un Skilled) | | | | | | | | |

Notes:

1. The total quoted rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The wages shall not be less than the minimum daily wages approved by the Govt of Odisha, Labour and ESI Department. Violating this at any stage will lead to rejection of tender or termination of service.
3. In case of Total remuneration of two or more agencies/ firms/ companies etc. remains the same, the selection will be made in favour of the agencies/ firms/ companies etc in terms of having (i) Higher Turnover, (ii) Higher net profit as per IT returns and (iii) more experience in providing service of Similar Scale.
4. 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 ESI&EPF dues of the employees along with the GST deposited by the manpower service provider will be submitted every month with the bills by 1st week of every month or else the monthly bill will held up for the payment.
5. Eligibility of manpower to be deployed:
 - (i) Un-skilled- 7th pass and above- able to read & write, must be well mannered & sober.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

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DETAILED TERMS & CONDITIONS

- [1] The contract for providing the aforesaid manpower is likely to a maximum period of one year. However, it may be further extended time and again(if required) beyond completion of one year provided the requirement of Sambalpur University for manpower persists at that time or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements. Sambalpur University, however, reserves all the right to terminate the contract at any time after giving 15 days' notice to the selected Service provider without assigning any reason thereof.
- [2] 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 be called without the prior written consent of the Authority.
- [3] The Sambalpur University, at present has tentative requirement of 50(no.) of Unskilled workers like Watch man. The requirement may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
- [4] 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.
- [5] The Authority reserves all the right to terminate the contract of the Agreement at any time after giving 15 days' notice to the Manpower Service Provider without assigning any reason thereof.
- [6] The persons deployed shall be required to report for work to the office of Registrar as may have been kept in charge of the Office Establishment of the office concerned and would leave as per the time fixed and may also require to work beyond the fixed time for which he would not be paid any extra wages. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the wages for one day will be made.
- [7] In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
- [8] The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
- [9] The Manpower Service Provider shall nominate a Supervisor who shall be responsible for immediate interaction with the Office so that optimal services of the persons deployed could be availed without any disruption.
- [10] The entire financial liability in respect of manpower services 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 financial bid 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 Department or Office concerned.
- [11] 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

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employee relationship against the Department or Office concerned.

- [12] The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 of Office concerned and an Authorized representative of the Manpower Service provider.
- [13] The Office 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.
- [14] 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.
- [15] 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.
- [16] The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. 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 is 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 Misc. 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 Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

FINANCIAL

- [1] The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs.18,780/-** (3% of the contract value)(**Refundable without interest**) in the form of Demand Draft drawn at any Nationalized Bank in favour of "Comptroller of Finance, Sambalpur University" payable at SBI, Burla, Jyoti Vihar branch failing which the tender shall be rejected out rightly.
- [2] 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 without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

rd/sk
27/4/23

- [3] MSME/NSIC registered firms are exempted from EMD submission while applying for the bid.
- [4] The successful tenderer will have to deposit a security amount of **Rs.6,25,815/-** (Rupees Six Lakhs Twenty Five Thousand Eight Hundred Fifteen) only (equal to one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the "Comptroller of Finance, Sambalpur University", 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.
- [5] The successful tender will have to deposit a Performance Security Deposit of **Rs.62,580/-** (Rupees Sixty Two Thousand Five Hundred Eighty) only (***Refundable without interest***) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the "**Comptroller of Finance, Sambalpur University**" covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders.
- [6] In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- [7] The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submits 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.
- [8] 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 Department or Office concerned.
- [9] 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 bill in the succeeding month.
- [10] 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.
- [11] 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.
- [12] The selected party will execute an agreement with Sambalpur University ***on non-judicial stamp paper of Rs.100/- for a period of One (01) years***, in the prescribed format to be provided. The cost of the stamp paper is to be borne by the selected party itself.

LEGAL

- [1] 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.

msd
m/ym

- [2] 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 or office concerned shall have no liability in this regard.
- [3] 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 Xerox copies of such documents shall be furnished to the Department or office concerned.
- [4] 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.
- [5] 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.
- [6] In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, 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 Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- [7] The Agreement is liable to be terminated because of nonperformance, 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 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 Department of Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- [8] **Dispute Resolution and Jurisdiction:** any dispute between the parties arising out of or in relation to the validity, interpretation, implementation or alleged breach of any of the provisions including financial aspect of this agreement during its existence shall be resolved amicably by the parties. In case of failures to resolve the disputes, this may be directed to the jurisdiction of the District court, Sambalpur.

***** _____ ***** _____ *****

24/4/13

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(BIDDER LETTER HEAD)

To

The Registrar,
Sambalpur University,
Jyoti Vihar, Burla-768 019
Sambalpur, Odisha

Sub: Authorization for attending tender bid opening

Ref No. Tender no. _____ Date. _____

Dear Sir,

In inviting kind reference to the subject mentioned above, following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of M/s. _____
(Name of the Firm)

| Sl.No. | Name | Signature |
|--------|------|-----------|
|--------|------|-----------|

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are to be opened may be refused in case authorization as prescribed above is not produced.

adhe
24/4/13