



SAMBALPUR UNIVERSITY
Jyoti Vihar, Burla-768019

Tender Document: For Hiring of Manpower Service

For providing Manpower Services to Sambalpur University by a Private Manpower Service Provider

Period of issue of Tender Document	: 30.03.2025 to 21.04.2025
Last Date and time for submission of Tender Document	: 21.04.2025 by 11am
Date and time for opening of	
i) Technical Bids	: 22.04.2025 at 9am
ii) Financial Bids of eligible Bidders	: To be intimated later on

Handwritten signature

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general Instruction for bidders	3-4
2.	Bid submission Checklist	5
3.	Technical requirements for the tendering manpower Service provider.	6-7
4.	Schedule of Requirement	8
5.	Bid Evaluation & Technical Evaluation	9-10
6.	Application for Technical Bid	11
7.	Form-T1	12-13
8.	Undertaking- for non-blacklist: Form-T2	14
9.	Undertaking-for non-pending of any judicial proceedings:Form-T3	15
10.	Declaration: Form-T4	16
11.	Summary of Financial Strength: Form-T5	17
12.	Summary of Contract Executed by the Firm: Form-T6	18
13.	Application for Financial Bid	19
14.	Form-F1 (Administrative Charge)	20
15.	Detailed Terms and Condition	21-24
16.	Letter of Authorization for attending the bid opening	25

mb

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/Semi Skilled/Skilled and Highly Skilled Manpower for cleaning and sweeping of the premises, watch & ward, horticultural work, housekeeping services, maintenance of buildings, transport services, information and communication technology related services, highly professional and technical services etc., total of 140 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 140 nos. of Un-skilled/Semi-skilled/Skilled/Highly Skilled Manpower. The requirements may increase/decrease in any/ all the categories.
4. The estimated cost of the contract for Manpower Service is **Rs.24, 58, 779/-** per month (including Statutory deposits).
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.5, 90, 107/-** (2% 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 superscribing "**Technical Bid for Providing Manpower Service to Sambalpur University, Jyoti Vihar, Burla-768019**" and "**Financial Bid for Providing Manpower Service to Sambalpur University, Jyoti Vihar, Burla-768019**". Both sealed envelopes should be kept in a third sealed envelope superscribed "**Tender for Providing Manpower Service to Sambalpur University, Jyoti Vihar, Burla-768019**".
7. The Earnest Money Deposit (EMD) of **Rs.5, 90, 107/-** (Rupees Five Lakhs Ninety Thousand One Hundred Seven)only, refundable (**without interest**), should necessarily be 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.14, 75, 267/-**(Rupees Fourteen Lakh Seventy Five Thousand Two Hundred Sixty Seven) only, (5% of the Contract Value) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of "**Comptroller of Finance, Sambalpur University**" covering the period of contract. The Performance Security Deposit is refundable without interest after successful completion of the tenure of the contract/ in case of termination of the contract. If, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful Service Provider.

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 right rejected and will not be considered any further.
11. **Least Cost Selection (LCS)** Method will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid is the lowest percentage of the Service charge. ***In case more than one bidder is L1, the bidder securing highest mark in the Technical Bid shall be selected.***
12. The mark(s) awarded by the technical committee during evaluation of technical bid in the presence of the bidders or his/her authorized representative shall be treated as binding & final for the bidders and shall be taken as a factor (if required) for finalizing the financial bid.
13. This is for information of all bidders that, any types of the conditional bids that shall not be considered at any case and will be out rightly rejected in very first instance.
14. Bids received in E-mail/FAX will be summarily rejected. Late bid shall be out rightly rejected.
15. 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.
16. The Authorized Signatory shall submit the letter of authorization.
17. The Technical bids shall be opened on the scheduled date and time at Sambalpur University, Jyoti Vihar, Burla, in the presence of the bidder(s) or his/her authorized representative(s), if any, who wish to be present on the spot at that time. Only one representative for each bidder is allowed during the opening of the bids.
18. The Financial Bid of only those tenders will be opened whose Technical bids are found in order as per the tender document.
19. The Competent Authority of the Sambalpur University, Jyoti Vihar, Burla reserves the right to annul all bids without assigning any reason.
20. 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.
21. 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.



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	Copy of IT Return for the last 3 assessment year	
8	Copy of E.P.F. Registration letter/certificate	
9	Copy of E.S.I. Registration letter/certificate	
10	Copy of Valid Labour License Certificate	
11	Copy of Valid PSARA License	
12	Copy of MSME/NSIC registration certificate	
13	Valid Address proof of the office (Copy of the Electricity Bill/Rent Agreement and copy of rent receipt).	
14	Copy of audited balance Sheet for the last 3 years.	
15	Summary of Financial Strength (FORM-T5)	
16	Summary of Contract Executed by the Firm (FORM-T6)	
17	Authorization for attending tender bid opening	
18	Power of Attorney in favour of the person signing the bid on behalf of the bidder.	
19	Undertakings in stamp paper for not have been Black-listed by any Central / State Govt. / Any Autonomous bodies during the recent past. (FORM-T2)	
20	Undertaking for not having any police case pending against the bidder (Form-T3)	
21	Declaration(Form-T4)	
Financial Bid (Original)		
22	Covering letter in Bidders Letter Head	
23	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 bythe authorized representative.

Authorized Signatory [in full and initial]: _____

Name and Designation with Date and Seal: _____



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.	Copies of the work order from the previous authorities. (Enclose the copy along with FORM-T6)	
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. (Form-T5)	
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	An undertaking to this effect to be furnished by the Bidder as per the prescribed format.	

Handwritten signature

	deployed by the Service Provider.	(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, EPF & ESI Registration Certificate Valid PSARA License IT Return for the last 3 assessment year	

Note: (i) In the event any bidders are fails to provide any documents as listed above, then their bid shall not be taken into consideration during technical evaluation stage. Incomplete and partial bids shall be summarily rejected.

(ii) Once the bid is opened, no further documents shall be accepted.

Hence, the bidders are requested to submit their bids/ documents very carefully.

Handwritten signature

SCHEDULE OF REQUIREMENT

Tentative requirement of different type and category of Manpower to be deployed in Sambalpur University as per present requirement which may increase or decrease depending on the requirement at that time is given below:

Sl. No	Description	Requirement
Manpower		
1.	Supporting Staff(Unskilled)	106
2.	Supporting Staff(Semiskilled)	00
3.	Supporting Staff(Skilled)	33
4.	Supporting Staff(Highly Skilled)	01

Designation	Category	Number of workers required
Project Engineer	Highly Skilled	01
Supervisor	Skilled	02
Office Assistant	Skilled	15
Electrician	Skilled	01
Matron	Skilled	12
Staff Nurse	Skilled	01
Mason	Skilled	01
Carpenter	Skilled	01
Helper to Mason	Unskilled	01
Pump operator	Unskilled	01
Helper to plumber	Unskilled	02
Gardener	Unskilled	02
Peon	Unskilled	08
Helper to pump operator	Unskilled	01
Utensil cleaner	Unskilled	01
Field Labour	Unskilled	03
Sweeper cum-watchman	Unskilled	01
Watchman(14W+35M+8M/W-Reliever)	Unskilled	49+8(Reliever-6M+2W)
Sweeper	Unskilled	29

BID EVALUATION

-The bid has been invited under two bid systems i.e.:

1. Technical Bid
2. Financial Bid.

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids.

The Technical bid shall be in two parts & consist of **100 marks**.

- (i) Document Verification **60 marks**
- (ii) Presentation **40 marks**.

The Bidders securing **75 marks** in Technical Bid **shall be qualified** for the financial bid.

The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend.

Least Cost Selection (LCS) Method will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid is the lowest percentage of the Service charge.

In case more than one bidder is **L1**, the bidder securing **highest mark** in the **Technical Bid** shall be **selected**.



Technical Evaluation:

Proposal of Technical Evaluation

Sl.	Eligibility Description	Score Basis	Score	Awarded Score
1	Experience of Bidder for providing similar type of services to Central / State Government / Autonomous bodies /agencies / Societies / corporate bodies.	10.1 - 15 Years or more : 15 Marks 5.1-10 Years : 10 Marks 3.1-5 Years : 8 Marks 1.1-3 Years : 5 Marks	15	
2	Experience of having minimum Annual average Turnover for last three years [FY2021-22, FY2022-23 and FY2023-24: The bidder has to submit the document duly certified by CA]	Minimum 10Cr Turnover: 3 Marks Additional turnover in the range i.e., 11Cr to 20Cr : 3 Marks 21Cr to 30Cr : 3 Marks 31Cr to 40Cr : 3 Marks Above 40Cr : 3 Marks	15	
3	Experience in supplying Manpower/Security services of high value projects/Services. The bidder has to submit the completion certificate of each completed project.	Prescribed Experience of completion of a single project/services of supplying Manpower/Security services of the value of minimum Rs.2.0Cr and above in last 5 years [FY2019-20, FY2020-21, FY2021-22, FY2022-23 and FY2023-24]: 10 Marks Additional each Rs.2.0Cr s for individual project(Manpower/Security services) completion during the above mentioned Financial Years i.e., Project-1 with value (More than or equal to Rs.2.0 Cr): 1 Marks Project-2 with value (More than or equal to Rs.2.0 Cr): 1 Marks Project-3 with value (More than or equal to Rs.2.0 Cr): 1 Marks Project-4 with value (More than or equal to Rs.2.0 Cr): 1 Marks Project-5 with value (More than or equal to Rs.2.0 Cr): 1 Marks	15	
4	Net worth of the bidder as on 31.03.2024 [The bidder has to submit the document duly certified by CA]	Minimum Rs.2.0Cr Net worth: 10 Marks Additional Net worth in the range, Rs.2.0Cr-2.5Cr : 1 Marks Rs.2.5Cr-3.0Cr : 1 Marks Rs.3.0Cr-3.5Cr : 1 Marks Rs.3.5Cr-4.0Cr : 1 Marks Above Rs.4.0Cr : 1 Marks	15	
Total on (A)			60	
Technical proposal Evaluation				
5	About the organization, past experience in supplying of manpower, security services , Mode of operation, Statutory Liabilities , Plan for Execution and project monitoring etc	Technical presentation to be held at Conference Hall Sambalpur University, Jyoti Vihar, Burla-768 019 Sambalpur, Odisha	40	
Total on (B)			40	
Technical Score of the proposal (T=A+B)			100	

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 to Sambalpur University, Jyoti Vihar, Burla.

Sir,

I, the undersigned offer to participate in the tender process to provide manpower services in Sambalpur University in accordance with your Tender Call 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 tender 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:_____

rsb

FORM-T1

1	Name of the Bidder	
2	Details of 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-Bidders own letter head (Yes/No)	If Yes, please specify page no. _____
12	Power of Attorney / authorization letter for signing the bid documents (Yes/No)	If Yes, please specify page no. _____
13	Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid. (Yes/No) (FORM-T3)	If Yes, please specify page no. _____
14	Kindly mention the total number of pages in the tender document.	please specify page from _____ to _____

026

15	Financial turnover & Net worth duly certified by the CA - FORM T5 (Yes/No)	If Yes, please specify page no. _____
16	List of completed contract/services- FORM T6 (Yes/No)	If Yes, please specify page no. _____

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

ml

FORM-T2
UNDERTAKING

(On the Stamp Paper of Rs.100/- 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: _____

msb

FORM-T3
UNDERTAKING

(On the Stamp Paper of Rs.100/- value in shape of affidavit from the Notary regarding not having 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 Court 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: _____



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: _____

206

FORM-T5

**Summary of Financial Strength
(To be duly certified by CA)**

Name of the firm:

Sr.No.	Financial Year	Turnover of firm/company in INR	Average Annual Turnover for Last 3 FY.
1	2021-22		
2	2022-23		
3	2023-24		

Sr.No.	Financial Year	Net worth of firm/company in INR
1	As on 31.03.2024	

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____



FORM-T6

Summary of Contract Executed by the Firm (To be submitted in bidders letter head with supporting documents)

Name of the firm:

Sl. No	Name and detail address of the Employer	Manpower services provided		Amount of contract (In Rs.)	Duration of contract	
		Type & category of Manpower Provided	No.		From	to

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

msb

APPLICATION – FINANCIAL 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 to Sambalpur University, Jyoti Vihar, Burla.

Sir,

I, the undersigned, offer to provide the services for Sambalpur University, Jyoti Vihar, Burla in accordance with your Tender Call Notice 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 as 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 services accordingly.

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: _____



FORM-F1

[Administrative Charge]

1. Name of the 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 (per worker per day * 26 days) (in Rs.)	EPF (13%)	ESI (3.25%)	Service Charge (i.e. Profit of the agency on basic wage) (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	Unskilled								
2	Semi-skilled								
3	Skilled								
4	Highly 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. The bidders to quote the service charge in pursuant to **Finance Department letter 19595/F dtd 11.07.2023**. In case the total wages is more than Rs.15,000/-, the University will pay EPF Rs.1950 i.e. 13% on Rs.15,000/- only.
4. **In case more than one bidder is L1, the bidder securing highest mark in the Technical Bid shall be selected.**
5. The payment of wages to the deployed workers shall be made on completion of each calendar month by the Service Provider on the basis of number of working days for which duty has been performed by each worker. The payment of wages must be made within the 1st week of the every month positively by the Service Provider. After making payment of wages to the deployed workers, the service provider will raise the bill for the preceding month along with the proof copy of all statutory deposits like EPF, ESI, GST, Salary slip of each worker along with bank statement etc. and submit the bill for payment to Sambalpur University.
6. As per rule, University will deduct IT (TDS) and GST (TDS) from the Gross bill of the Service Provider before making payment. The deducted amount will be deposited by the University in the PAN & GST number of Service Provider.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____



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 140 (no.) of workers of different category (refer to Schedule of Requirement). 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] 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.
- [8] 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.
- [9] 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 and adduce such evidence as may be required by the Department or Office concerned.
- [10] For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
- [11] 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.

- [12] 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.
- [13] The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the current or after expiry of the Agreement.
- [14] In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity nor they should treat themselves at par with employees of the University.
- [15] 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 if any, at his own part and cost.*
- [16] The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- [17] The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- [18] 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.
- [19] There must be separate dress code for workers like watchman, sweepers and Misc. Manpower. The Service provider must ensure that they are in their prescribed uniform while performing their duties.
- [20] During the agreement period, if any negligence in duty is found or reported then it will be viewed seriously and penalty @Rs.1000/- per day will be deducted from the monthly bill of the corresponding month. This penalty will be deducted from the service charge claimed by the service provider.
- [21] The service provider must ensure that, the workers deployed by him/her must perform their duty in sober manner and abstain from any type of intoxication like tobacco, cigarette, alcoholic drink, drugs etc.
- [22] Documents to be Submitted by the successful agency before deployment of Manpower/Watch Man etc.

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.

FINANCIAL

- [1] The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs.5, 90, 107/- (2% 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 outrightly.
- [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.
- [3] MSME/NSIC registered firms are exempted from EMD submission while applying for the bid.
- [4] The successful tenderer will have to deposit a Performance Security Deposit of **Rs.14, 75, 267/- (Rupees Fourteen Lakh Seventy Five Thousand Two Hundred Sixty Seven) only (5% of Contract Value-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.
- [5] 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.
- [6] The service provider shall ensure that in no case the actual working days of the manpower deployed in Sambalpur University i.e. Watchman, Sweepers & Misc. Manpower shall exceed 26 days/27 days depending on the total number of days in the corresponding calendar month.
- [7] The payment of wages to the deployed workers shall be made on completion of each calendar month by the Service Provider on the basis of number of working days for which duty has been performed by each worker. The payment of wages must be made within the 1st week of the every month positively by the Service Provider. After making payment of wages to the deployed workers, the service provider will raise the bill for the preceding month along with the proof copy of all statutory deposits like EPF, ESI, GST, Salary slip of each worker along with bank statement etc. and submit the bill for payment to Sambalpur University.
- [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.
- [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.

2011

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 Call Notice 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.

226