



Website: www.ouat.nic.in
E-Mail: registrarouat@gmail.com
Tele-Fax: 0674-2397424

**ORISSA UNIVERSITY OF AGRICULTURE & TECHNOLOGY,
BHUBANESWAR-751003, ODISHA**

**NOTICE INVITING TENDER FOR EMPANELMENT OF AGENCIES FOR PROVIDING
SECURITY GUARDS AND CLEANING PERSONNELS TO OUAT.**

Orissa University of Agriculture and Technology (OUAT) invites tenders for empanelment of Agencies to provide services of Security Guards (unarmed, Semiskilled) & Cleaning Personnel (unskilled) for its headquarters at Bhubaneswar and other outlying Offices/ Colleges/ KVKs / RRTTS etc. in the State of Odisha.

1. The registered Agencies having good track record and fulfilling the eligibility criteria laid down in the Tender Documents to provide services of Security Guards (unarmed, Semiskilled) & Cleaning Personnel (unskilled) may submit their technical and financial bids along with all supporting documents on or before dt.16.12.2017 (up to 3.00P.M) addressed to the Registrar, Orissa University of Agriculture & Technology, Bhubaneswar-751003 by registered post/speed post/courier only. OUAT shall not be responsible for any postal delay. The technical bid will be opened on the same day i.e. on dt.16.12.2017 at 3.30 P.M. and financial bids of eligible bidders will be opened on dt.19.12.2017 at 3.00 P.M. The tender documents will be available in the University Cash Counter from 02 .12. 2017 to 16.12.2017 (up to 3.00 P.M.) on working days during office hours on payment of Rs.5,000/- (Rupees Five Thousand) only in shape of Demand Draft from any Nationalized Bank drawn in favour of the Comptroller, Orissa University of Agriculture & Technology, Bhubaneswar-751003, Odisha, payable at State Bank of India OUAT Campus Branch, Bhubaneswar /can be downloaded from the University [website www.ouat.nic.in](http://www.ouat.nic.in).

The undersigned reserves the right to reject or cancel the tenders without assigning any reason thereof.

REGISTRAR

Memo No. _____/UAT.,Dt. _____2017

Copy to the Advertisement Manager, The Samaja /Sambad /Pragatibadi with a request for publication in one issue of your esteemed daily on dt.2nd December, 2017 by using 0.08 size letters observing utmost economy of space.

REGISTRAR

Memo No. _____/UAT.,Dt. _____2017

Copy along with copy of the tender notice forwarded to the Director, Planning Monitoring & Evaluation to upload the same immediately in the OUAT Website for downloading by the intending Agencies to take part in the tender process .

REGISTRAR

Memo No. _____/UAT.,Dt. _____2017

Copy forwarded to the Comptroller for information and necessary action.

REGISTRAR



TENDER DOCUMENT

Selection of Man Power Service Providers for providing Security Guards and Cleaning personnel to Orissa University of Agriculture & Technology, Bhubnaeswar.

CONTENTS

Sl. No.	Description of Contents	Page Number
1.	Important information to the Bidders	02
2.	Scope of work and general instruction for bidders	03
3.	Technical requirements for the tendering manpower service provider	06
4.	Application for Technical Bid	07
5.	Declaration	09
6.	Application for Financial Bid	10
7.	Terms and Conditions	11
8.	Self attested documents to be provided with the technical bid	16
9.	Documents to be submitted by the successful Agency before deployment of Man power	17
10.	Agreement Form	17
11.	Agreement Witnesses Form	18
12.	Terms & Conditions of the Agreement	19

IMPORTANT INFORMATION TO THE BIDDERS

- Period of Issue of Tender Documents : 02.12.2017 – 16.12.2017
Up to 3.00 P.M of 16.12.2017 (*During office hours, except Sunday and Govt. Holidays*)
- Date and time for submission of tender document : 16.12.2017 up to 3.00P.M
- Date and time for opening of
 - i) Technical Bids : 16.12.2017 at 3.30 P.M
 - ii) Financial Bids of eligible Bidders : 19.12.2017 at 03.00 P.M
- Likely date for commencement of deployment of required manpower : 01.01.2018
- Venue : Radhakrishnan Conference Hall, OUAT., Bhubaneswar-3.

—

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDER

1. The Orissa University of Agriculture & Technology (OUAT) requires the services of reputed well established and financially sound Man Power Service Providers to provide services of **Security Guards** (unarmed, semiskilled) **and Cleaning Personnel** (unskilled) on outsourcing basis for day to day official work.
2. The contract of providing the aforesaid man power is likely to commence from 01.01.2018 and would continue till 31.12.2018. The period of the contract may be further extended beyond 31.12.2018 provided that the requirement of the Registrar, OUAT, Bhubaneswar for manpower persists at that time or may be curtailed/terminated before 31.12.2018 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in requirement of OUAT. The Registrar, OUAT, however, reserves the right to terminate this initial contract at any time after giving 15 days notice to the selected service provider.
3. Registrar, OUAT, Bhubaneswar has tentative requirement of **90 nos. of Security Guards** (unarmed, semiskilled) **and 45 nos. of Cleaning Personnel** (unskilled) (on round the clock basis. The total requirement may increase/decrease.
4. The interested Man Power Service Providers may download the tender documents from the OUAT website i.e. www.ouat.nic.in and submit the tender documents complete in all respects along with non-refundable cost of tender documents of Rs.5,000/-(Rupees Five Thousand) only.
5. The interested Man Power Service Providers may submit the tender document complete in all respects alongwith requisite documents on or before dt.**16.12.2017 up to 3.00 p.m** addressed to the Registrar, Orissa University of Agriculture & Technology, Bhubaneswar-751003 by registered post/speed post/courier only in the Issue Section. OUAT is not responsible for any postal delay.
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 services and Financial Bid for providing manpower services to OUAT. Both the sealed envelopes should be sent to OUAT. The tender should be addressed to *Registrar, Orissa University of Agriculture & Technology, Bhubaneswar-751003, Odisha.*
7. Earnest money deposit (EMD) : the bidder shall have to furnish EMD (refundable without interest) of Rs.1,00,000/- (Rupees One lakh) only in shape of Demand Draft from any Nationalized Bank drawn in favour of the Comptroller, Orissa University of Agriculture & Technology, Bhubaneswar-751003, Odisha, payable at State Bank of India OUAT Campus Branch, Bhubaneswar, failing which the tender shall be rejected summarily. The instrument in original should be necessarily accompanied with the technical bid of the bidder.

8. The successful tenderer will have to deposit a performance security deposit of 5% of the contract value in term of Bank guarantee from any Nationalized Bank drawn in favour of Comptroller, OUAT 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 tenderer. Agreement shall be executed on confirmation of the performance Bank Guarantee from the concerned Bank.
9. The tendering manpower service providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.
 - a) Registration certificate of the applicant's organization, under GST and Companies Act, if any.
 - b) Documentary proof of the registered office or one of the branch office of the manpower service providers located in Bhubaneswar.
 - c) Documentary proof of 03 years experience in providing manpower service to State Government/Central Government Departments/PSU on similar work.
 - d) Copy of the Bank pass book in the name of the organization along with bank statement containing transaction made during the year 2016-17 & 2017-18.
 - e) GSTN and VAT clearance certificate upto 31.03.2018
 - f) Copy of PAN/GIR card.
 - g) Copy of the IT return filed for the last three financial years i.e. 2013-14, 2014-15 and 2015-16 (i.e. assessment year 2014-15, 2015-16 & 2016-17)
 - h) Copy of GST registration certificate & return as on 31.12.2017.
 - i) Copies of EPF and ESI registration certificates
 - j) Copies of EPF Electronic Challan Return (ECR) and remittance confirmation slip for the months of October -2017, November- 2017, December-2017 .
 - k) Copy of ESI return as on January 2017 and e-challan of ESI for the month of October -2017, November- 2017 & December-2017.
 - l) Copy of valid contract labour license (R & A) Act, 1970.
 - m) Copy of the audited statement of accounts (Balance Sheet, Profit and Loss A/c etc.) showing minimum annual turnover of 30 lakhs each in the financial year (FY) 2014-15, 2015-16 and 2016-17.
 - n) Copy of a contract on similar work worth Rs.10,00 lakhs per annum for in FY 2013-14, 2014-15,2015-16 and 2016-17.
 - o) Copy of the License to engage in the business of private security agency issued by home department, Govt. of Odisha only in case of Security Guards.

- p) Money receipt towards purchase of tender paper directly from the Cash Section, OUAT./ DD (*in favour of the Comptroller, OUAT*) of SBI, OUAT Campus Branch, Bhubaneswar amounting to Rs.5,000.00 (Rupees Five Thousand) only.
- q) Tender document duly signed and sealed by the authorized persons of the service provider in each page as a token of acceptance of all terms and condition of the bid.
- r) Copy of power of attorney in the name of authorized signatory

The Bidders who meet the Qualitative Requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the Technically disqualified Bidders will not be opened.

- 10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 11. Consortium is not allowed.
- 12. All entries in the tender form should be legible and filled clearly. If the space of 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 cuttings, if any, in the Technical Bid Application must be initialized by the person authorized to sign the tender bids.
- 13. The Technical Bids shall be opened on the scheduled date and time at 3.30 pm on dt.16.12.2017 in the Radhakrishnan Conference Hall of OUAT, Bhubaneswar in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
- 14. The Financial Bid of only those tenders will be opened whose technical bids are found in order. The Financial bids shall be opened at 3.00 pm on dt.19.12.2017 in the Radhakrishnan Conference Hall of OUAT, Bhubaneswar in the presence of representatives of the Manpower Service Providers if any, who wish to be present on the spot at that time.
- 15. The Registrar, OUAT reserves the right to annul all or any of the bids without assigning any reasons thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING

MANPOWER SERVICE PROVIDER

1. The Tendering Manpower Service Provider should fulfill the following technical specification.
 - i) They should be registered with the appropriate registration authority.
 - ii) The registered office or one of the branch offices of the manpower services provider should be located in Bhubaneswar.
 - iii) They should have at least three years experience in providing manpower to State Government/Central Government Departments/PSU on similar work.
 - iv) They should have their own bank account.
 - v) They should be registered with income tax and filed IT return of FY 2014-15, 2015-16 and 2016-17 (i.e. Assessment Year 2015-16, 2016-17 and 2017-18).
 - vi) They should be registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to December 2017.
 - vii) They should be registered with appropriate authorities under Employees State Insurance Acts and obtained return upto December 2017 and e-challan on ESI upto December, 2017.
 - viii) They should have obtained valid contract Labour License (R & A) Act, 1970 any other regulatory clearance that may be required for providing manpower.
 - ix) They should have minimum annual turnover of 30 lakhs each in the FY 2014-15, 2015-16 and 2016-17.
 - x) Execution of single contract on similar work worth Rs.10 Lakh each in FY 2014-15, 2015-16 and 2016-17.
 - xi) They should have possessed valid license to engage in the Business of Private Security Agency issued by the Home Department, Govt. of Odisha.
 - xii) They should have any other regulatory clearance that may be required for a Human Resource Service Provider Agency.
 - xiii) Besides if the OUAT is procuring Man Powers for deployment in their outlying stations, then the agency should provide the name, designations & contact number of the person to liaise with the said outlying stations.

APPLICATION FOR TECHNICAL BID
For Providing Manpower Services to
Orissa University of Agriculture and Technology
Bhubaneswar-751003

1. Name of Tendering Manpower Services provider :
2. Details of Earnest Money Deposit : DD No.Dt.....of Rs.....
.....Drawn on Bank.....
3. Name of Proprietor/ Partner/Director :
4. Full Address of Registered Office :
- Telephone No.....Fax No.....
- Email Address.....
5. Full Address of operating/ Branch Office at Bhubaneswar :
- Telephone No.....Fax No.....
- Email Address.....
6. Name & Telephone No. of Authorised Officer/Person to liaise with Field Office(s) :
7. Banker of manpower service provider (Attach certified copy of statement of A/c for the last three years) :
- Telephone No. of Banker.....
8. PAN/GIR No. :
- (Attach attested copy)*
9. GST No. :
- (Attach attested copy)*
10. EPF Registration No. :
- (Attach attested copy)*
11. ESI Registration No. :
- (Attach attested copy)*
12. Valid License issued by Home Department, Govt. of Odisha (Attach attested copy only in case of Security Guards) :

13. Financial Turnover of the tendering Manpower Service Provider :
for the below mentioned Financial Years on similar contract

Financial Year	Amounts (in Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

14. Give details of the major contracts handled by the tendering :
Manpower Service Provider during the last three years i.e.
2014-15, 2015-16 and 2016-17

Sl. No.	Name of Client, address, Telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs.in Lakhs)	Duration of contract	
		Type of manpower provided	No		From	To

15. Additional information, if any :
(Attach Separate Sheet if space provided is insufficient)

Date
Place

Signature of Authorized Person with seal
Name :
Seal :

DECLARATION

1. ISon/Daughter / Wife of Shri.....
Proprietor/Director/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.

Date
Place

Signature of Authorized Person with seal
Name :
Seal :

APPLICATION-FINANCIAL BID
 For Providing Manpower Services
 Orissa University of Agriculture & Technology
 Bhubaneswar-751003

1. Name of Tendering Manpower Service Provider
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc. as per Govt. Rules and modified time to time.

Sl. No	Manpower Type	Monthly Rate per Employee						
		Remuneration (As per Govt. rates on daily wage basis)	Employer share of EPF	Employee share of ESI	Other Statutory dues, if any	Service Charge	GST	Total per person
1.	Security Guard (unarmed & semiskilled)							
2.	Cleaning Personnels (Unskilled)							

Date : _____ Signature of Authorized Person with seal
 Place : _____ Name : _____
 Seal : _____

Notes:

1. The total 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 payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. EPF, ESI and GST are to be calculated as per existing rules. Evaluation Committee of OUAT is authorized to make corrections in case of working calculation made by the bidder in respect of EPF, ESI and GST rate while determining the lowest-01(LI) bidder. In this regard the decision of Registrar, OUAT is final and binding to all the bidder.

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence from 01.01.2018 and shall continue till 31.12.2018 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of OUAT.
2. The Agreement shall automatically expire on 31.12.2018 unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification. For a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreements to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving a 15 days' notice to the manpower service provider.
7. The person deployed shall be required to report for work at 10.00 am and may also require to work beyond 5.00 pm for which he would not be paid any extra remuneration. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as normal rates approved by this office on attending such duty.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of Orissa University of Agriculture & Technology, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deploy in OUAT shall be that of the manpower service provider and Registrar, OUAT, Bhubaneswar will in no way be liable. It will be the responsibility of the manpower service provider to pay 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 Registrar, OUAT, Bhubaneswar.
10. The payment of remuneration to the manpower has to be through A/C payee CHEQUE/RTGS/NEFT transfer only. No cash payments can be made to them. The rate of wage/remuneration shall not be less than the prevalent rate as per the minimum wages Act (for each category of manpower) failing which the bid shall be summarily rejected.
11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against Registrar, OUAT, Bhubaneswar.

12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Registrar, OUAT, Bhubaneswar shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance 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 OUAT or officer concerned and an authorized representative of the manpower service provider.
13. The Registrar, OUAT, Bhubaneswar 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 in 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 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.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate 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.
18. 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, whatever applicable.
19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
20. The person 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 Registrar, OUAT, Bhubaneswar concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
21. She /He should be above 21 years of age.
22. The security guards (unarmed, semi-skilled) should have good physique and trained not exceeding 50 years of age.

LEGAL

23. The person deployed shall, during the course of their work be privy to certain classified 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 appropriate laws besides, action for breach of contract.
24. 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. The Registrar, OUAT, Bhubaneswar shall have no liabilities in this regard.
25. The manpower service provider shall also be liable for depositing all taxes-levies, cess, etc. on account of service rendered by it to OUAT, Bhubaneswar to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the Registrar, OUAT, Bhubaneswar.
26. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand to the authority, the Registrar, OUAT, Bhubaneswar or any other Authority under law.
27. The tax deduction at source (T.D.S) shall be done of the provision as per the income tax act/rule and other Govt. norms, as amended from time to time and certificate to this effect shall be provided by the Registrar, OUAT, Bhubaneswar.

"Note: Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

In case, the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the OUAT, Bhubaneswar is put to any loss/obligation, monetary or otherwise, Registrar, OUAT, Bhubaneswar will be entailed to get it 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.

28. The Agreement is liable to be terminated because of non-performance, deviation from terms and condition of contract, non-payments of remuneration of employed person and non-payment of statutory dues. The Registrar, OUAT, Bhubaneswar shall have no liability towards non-payment of remuneration to the person 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 OUAT by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security deposit.

FINANCIAL

29. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, in the form of demand draft drawn in favour of the Comptroller, Orissa University of Agriculture & Technology, payable at SBI, OUAT Campus Branch, Bhubaneswar, failing which the tender shall be rejected outrightly.

30. 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 the order is placed, the EMD shall stand forfeited without giving any further notice.
31. The successful Tenderer will have to deposit a security amount of one month employees remuneration including statutory dues in the form of Fixed Deposit receipt (FDR) made in the name of the agency but hypothecated to the Comptroller, OUAT 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.
32. The successful Tenderer will have to deposit a Performance security deposit of 5% of the contract value only in form of Bank guarantee/Bank draft/bankers cheque drawn in favour of the Comptroller, Orissa University of Agriculture & Technology, payable at SBI, OUAT Campus Branch, Bhubaneswar. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successful tenderer. In case of renewal, the amount of performance security deposit is to be determined by the Registrar, OUAT, Bhubaneswar taking into account the contractual obligation of the manpower service provider.
33. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
34. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of acquaintance roll exhibiting payment released to each personnel, attendance sheet duly verified by OUAT along with the bill (in triplicate) .There after it shall be reimbursed by OUAT after verification.
35. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 OUAT, Bhubaneswar.
36. 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 manpower service provider shall be deducted from its monthly bills in the succeeding month.
37. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
38. In case more than one bidder quote same service charges per manpower per month/ more than one bidder become L1 bidder then the following procedure shall be adopted to settle the dispute and to choose the L1 bidder:
 - a) The turnover of the bidding firms (only from manpower service providing business) are taken into consideration, the bidding firm having high turnover shall be given more weightage over bidding firm having low turnover.

- b) Experience in providing manpower on outsourcing basis in Govt. sector of the bidding firm shall be taken into consideration. Firms having more experience in Govt. sector shall be given preference over firms having less experience.
 - c) Volume of Payment of statutory dues like EPF, ESI & GST of bidding firms shall be taken into consideration for which bidding firms are required to furnish all the documentary evidence in support of their payment of statutory dues (EPF, ESI & GST) of last 02(two) Financial Years i.e. F.Y-2015-16 & 2016-17.
39. 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/her decision and the same shall be binding on all parties.
40. All disputes shall be under the jurisdiction of the court located at Bhubaneswar.
41. The successful bidder will enter into an agreement with Registrar, OUAT, Bhubaneswar for supply of suitable and qualified manpower as per requirement of OUAT, Bhubaneswar on the above terms and condition.

SELF ATTESTED DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application-
2. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Bhubaneswar.
3. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
4. Copy of the bank pass book in the name of the organization along with bank statement containing transactions made during the year 2016-17 and 2017-18.
5. Copy of PAN /GIR card.
6. Copy of the IT return filed for the last three financial year .i.e., 2014-15, 2015-16 & 2016-17. (i.e. Assessment Year 2015-16, 2016-17 & 2017-18).
7. Copy of GST registration certificate return as on 31/12/2017.
8. Copies of EPF and ESI registration certificates.
9. Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of October-2017, November-2017 & December-2017.
10. Copy of ESI return as on January-2017 and e-challan of ESI for the month of October-2017, November-2017 & December-2017.
11. Copy of valid Contract Labour License (R & A) Act, 1970.
12. Copy of the Audited Statement of accounts (Balance Sheet .Profit & Loss A/C etc.) showing minimum annual turnover of Rs.30 lakhs each in the Financial Year (FY) 2014-15, 2015-16 & 2016-17.
13. Copy of single contract on similar work worth Rs.10.00 lakhs in FY 2014-15, 2015-16 & 2016-17.
14. Copy of the License to engage in the Business of Private Security Agency issued by Home Department, Govt. of Odisha in case of deployment of Security Guards.
15. EMD in shape of Demand draft/Bankers cheque.
16. Money receipt towards purchase of tender paper directly from the Office of Comptroller, OUAT, Bhubaneswar or D.D amounting to Rs.5,000/- (Rupees Five Thousand) only in case of Tender Document downloaded from web site.
17. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY
BEFORE DEPLOYMENT OF MAN POWER

1. List of Manpower short listed by Agency for deployment in OUAT containing full details i.e. date of birth, marital status, address for communication with Mobile Nos., educational qualification etc.
 2. Bio-data of all persons
 3. Any other documents considered relevant.
-

AGREEMENT

This Agreement is made on this _____ day of _____ in between OUAT represented by _____, here-in-after referred to as the “Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in-after called the “Human Resource Service Provider Agency” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “ _____ ” are required in OUAT.

And whereas the Human Resource Service Provider Agency has offered its willingness to the same in conformity with the provisions of the agreement;

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Human Resource Service Provider Agency”.

NOW THIS AGREEMENT WITNESSES AS BELOW

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “manpower service provider” the “manpower service provider” hereby agrees with the “Authority” to provide personnel to be engaged as “_____” in the _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “manpower service provider” the contract price at the time and in the manner prescribed in the said Terms and conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to_____

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Officer
Authorised to sign on behalf of
Human Resource Service Provider Agency

Signature of the Authority
an officer acting in the premises
for and on behalf of the
Governor of Orissa

In the presence of witness:-

Witness

Witness

1. Name _____
Address _____

1. Name _____
Address _____

2. Name _____
Address _____

2. Name _____
Address _____

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from (dt) _____ and shall continue till (dt.) _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on (dt.) _____ unless extended further by the mutual consent of the manpower service provider and the Authority.
3. The Agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. 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 organisation by whatever name be called without the prior written consent of the Authority.
5. 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the manpower service provider.
7. The persons deployed shall be required to report for work at 10.00A.M to the O.U.A.T as may be have been kept in charge of the office concerned and would leave at 5.00P.M and may also be required to work beyond 5.00 P.M for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leave early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8.00P.M, he/she shall be entitled to late sitting –cum-refreshment compensation of Rs.50/- (fifty) per day.
9. 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.
10. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the OUAT so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower service provider deployed in OUAT shall be that of the manpower service provider and OUAT will in no way be liable. It will be the responsibility of the Human Resource Service Provider Agency 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 OUAT.

12. 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 manpower service provider shall not have any claim whatsoever like employer and employee relationship against the OUAT.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OUAT 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 OUAT and an authorised representative of the manpower service provider. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Human Resource Service Provider Agency 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 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.
17. The manpower service provider must be registered with the concerned Govt. 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 Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
18. 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 any act of indiscipline on the part of the persons deployed.
20. The persons deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while performing the assigned work and their actions should promote good will and enhance the image of OUAT. The manpower service provider shall be responsible for any act of indiscipline on part of the persons deployed.

- 22 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.
- 23 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 O.U.A.T. The OUAT have no liability in this regard.
- 24 The manpower service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to their 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 copiers of such documents shall be furnished to OUAT office.
- 25 The manpower service provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of OUAT under Law.
- 26 The Tax deduction at Source (TDS) shall be done as per the provision of Income Tax Act/ Rules, and other Govt. norms and amended, from time to time and a certificate to this effect shall be provided by the OUAT.
- 27 In case, the manpower service provider fails to comply with any liability under appropriate law, and as a result thereof, the OUAT is put to any loss/obligation, monetary or otherwise, the OUAT 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.
- 28 The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The OUAT 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 OUAT by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 29 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.
- 30 The manpower service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the OUAT in respect of the person deployed and submit 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.

- 31 The claims in bills regarding Employees State Insurance, Provident Fund, and other Govt. Statutory dues 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 OUAT.
- 32 The amount of penalty calculated @Rs.100 per day per person 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.
- 33 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.
- 34 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.
- 35 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.

TENDER DOCUMENTS



ORISSA UNIVERSITY OF AGRICULTURE & TECHNOLOGY,
BHUBANESWAR-3