

NORTH ORISSA UNIVERSITY

**For providing the services of highly skilled, skilled, semiskilled, unskilled
personnel to the North Orissa University by a private**

Manpower Service provider

(a) Period of issue of Tender Documents :

(b) Date and time for submission of Tender Documents :

(c) Date and time for opening of

(i) Technical Bids :

(ii) Financial Bids of eligible Bidders :

(D) Likely date for commencement of
deployment of required manpower :

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- (1) The North Orissa University Takatpur, Baripada–757003 requires the services of registered reputed, well established and financially sound Manpower agencies/ service providers to provide the services of highly skilled, skilled, semiskilled, unskilled personnel for day to day official work.
- (2) The contract for providing the aforesaid manpower is likely to commence from 01.01.2012 and would continue till 31.12.12. The period of the contract may be further extended beyond 31.12.2012 (date) provided the requirement of the University for manpower persists at that time or may be curtailed/ terminated before 31.12.2012 (date) owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the institution's requirements. The University however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service provider.
- (3) The interested Manpower service providers may submit the tender document complete in all respects along-with Earnest Money Deposit (EMD) of Rs.5000/- and other requisite documents by 24.12.11 up-to 4.00 P.M. at North Orissa University, Takatpur, Baripada, 757003.
- (4) The various crucial dates relating to “ **Tender for Providing Manpower Services to the North Orissa University, Takatpur, Baripada, 757003.**” are cited as under :
 - (a) Period of issue of Tender Document : 14.12.2011 to 24.12.2011
 - (b) Date and time for submission of Tender Documents : 14.12.2011 to 24.12.2011
 - (c) Date and time for opening of
 - (i) Technical Bids : 26.12.2011
 - (ii) Financial Bids of eligible Bidders : 26.12.2011
 - (D) Likely date for commencement of Deployment of required manpower : 01.01.2012

(5) The tender has been invited under **two bid system i.e. Technical and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super-scribing “**Technical Bid for Providing Manpower Services to North Orissa University**” and “**Financial Bid for providing Manpower Services to North Orissa University**”. Both sealed envelopes should be kept in a third sealed enveloped super scribing “**Tender for Providing Manpower Services to North Orissa University**”.

(6) The earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/Pay Order drawn in favour of Comptroller of Finance, North Orissa University **failing which the tender shall be rejected summarily**.

(7) The successful tender will have to deposit a performance Security Deposit of Rs.50,000/- (Rupees fifty thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of Comptroller of Finance, North Orissa 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 tenderer.

(8) The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officer of the State Governments/ Central Government), 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 organization;

(b) Copy of the PAN/GIR card;

(c) Copy of the IT return filed for the last three financial years;

(d) Copies of EPF and ESI certificates;

(e) Copy of the service Tax registration certificate;

(f) Certified extracts of the Bank Account containing transactions during last three years.

(9) **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

(10) All entries in the 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 cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

(11) The Technical bids shall be opened on 26.12.2011 in the office room of the Registrar of North Orissa University, Takatpur, Baripada in the presence of the representatives of the manpower Service providers, if any, who wish to be present on the spot at that time.

(12) The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened on 26.12.2011 in the office room of the Registrar North Orissa University, Takatpur, Baripada in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

(13) The Competent Authority of the North Orissa University reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER

SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Office.
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least **two years'** experience in providing manpower to Governments, Public Sector Companies/ Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - (h) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years .

TECHNICAL REQUIRMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN NORTH ORISSA
UNIVERSITY, TAKATPUR, BARIPADA

1. She /he should be above 18 years of age.
2. The minimum Educational Qualification for highly skilled, skilled, (10th pass) semiskilled, unskilled personnel will be 7th pass.
3. The Personnel to be engaged in clerical duties should be will conversant with computer and well trained in MS Office and internet.
4. The Typing Personnel should have a typing speed of 40 words per minute and should also be well conversant with computers and essentially well trained in MS Office and Internet.

APPLICATION – TECHNICAL BID
For Providing Manpower Services to North Orissa University

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit: DD No. _____ date _____ of
Rs. _____ drawn on Bank _____

3. Name of Proprietor/Partner/Director: _____

4. Full Address of Registered Office: _____

Telephone No.: _____

FAX No.: _____

E-Mail Address: _____

5. Full address of Operating/Branch Office: _____

Telephone No.: _____

FAX No.: _____

E-Mail Address: _____

6. Name & Telephone no. of: _____

Authorized officer/person
to liaise with Field Office(s)

7. Banker of the 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. Service Tax Registration No.: _____

(Attach attested copy)

10. E.P.F. Registration No.: _____

(Attach attested copy)

11. E.S.I. Registration No.: _____

(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3
Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2008-09		
2009-10		
2010-11		

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. 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 (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Name:

Seal:

Date:

Place:

DECLARATION

1. I, _____ Son / 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.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to North Orissa University

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:

Sl. No.	Manpower type	Monthly Rate per person						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service tax	Total per person
1.	Highly Skilled							
2.	Skilled							
3.	Semiskilled							
4.	Unskilled							

Signature of authorized person

Full Name:

Seal:

Date:

Place:

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.

TERMS & CONDITIONS

GENERAL

1. The agreement shall commence from 01.01.2012 and shall continue till 31.12.2012 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 31.12.2012 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 sub contract its rights and liabilities under the agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Main power Service Provider shall provide main power as per the requirement of the University from time to time.
6. 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 A.M. to the Registrar or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.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/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked to work beyond 8 P.M. he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/-(fifty) per day.
10. 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.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the office so that optional services of the persons deployed could be availed without any disruption.
12. 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 University.
13. 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 University.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The University 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 University and an Authorized representative of the Manpower Service Provider.

15. The University 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.
16. The person 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.
17. 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.
18. 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.
19. 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 License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.*
20. 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 contribution towards Provident Fund and Employees State Insurance, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The person should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the University. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. 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.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works in respect of the persons deployed by it in the office concerned. The University shall have no liability 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 the University 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 University office.

***Note:- Registration/License under the contract Labour (Regulation and Abolition)Act,1970 is applicable to Manpower Service Provider employing more then 20workmen.**

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the University or any other authority under Law.
27. 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 certificate to this effect shall be provided by the University office.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the University is put to any loss/ obligation, monetary or otherwise, the University 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.
29. The agreement is liable to be terminated because of non- performance, deviation of terms and conditions of contract, non- payment of remuneration of employed persons and non- payment of statutory dues. The University 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 University by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 5000/- (Rupees five thousand) in the form of Demand draft/ Pay Order drawn in favour of Comptroller of Finance, North Orissa University **failing which the tender shall be rejected outrightly.**
31. 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 the date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tender will have to deposit a security amount of Rs.50,000/- (Rupees fifty thousand) only in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Comptroller of Finance, North Orissa University covering the period of the contract. In case the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
33. The successful tenderer will have to deposit a Performance Security Deposit of Rs.50,000/- (Rupees fifty thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority 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. The amount of performance security deposit is to be determined by the Authority taking in to account the contractual obligation of the manpower service provider.
34. 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 beside annulment of the agreement.
35. The Manpower Service Provider shall raise the bill, in triplicate, along-with attendance sheet duly verified by the University office in respect of the persons deployed and submit the same to be 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.

36. The claim 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 University office.
37. 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 bills in the succeeding month.
38. 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.
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 decision and the same shall be binding on all parties.
40. 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.
41. The successful bidder will enter in to an agreement with the University for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Certified copy of PAN / GIR Card;
5. Attested copy of the latest IT return filled by agency;
6. Attested copy of ServicesTax registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter /certificate;
9. Certified documents in support of the Financial turn over to the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Copy of the terms and conditions at pages in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

1. List of Manpower shortlisted by agency for deployment in North Orissa University, 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.

