

TENDER NOTICE

Tender Notice for award of contract for providing manpower services (Drivers, Data Entry Operators, and Peons, security guard/watchman, carpenter, plumber and others related to housekeeping) for a period of one year.

Sealed tenders are invited from reputed manpower agencies/service provider to provide the services (Drivers, Data Entry Operators, Peons, security guard /watchman, Carpenter, Plumber and others) for a period of one year through a suitable agency.

The detailed information for Tender has been given in the Tender Document which may be downloaded from the website ***www.ddceutkal.ac.in*** .

Important date line:

The last date and time for submission of Tender documents is 14.02.19 till 5 P.M.

- Opening of Technical Bid – 18.02.19 at 3 P.M.
- Opening of Financial Bid-20.02.19 at 4 P.M.

DIRECTOR (I/c)

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With date & Seal***

TENDER DOCUMENT

For providing Manpower Services (Drivers, Data Entry Operators, Peons , security guard /watchman ,carpenter, plumber and others) to the DDCE and other units of Utkal University by a private manpower service provider:-

- (a) Date and time for submission of Tender Documents:14.02.19 till 5 P.M
- (b) Date and time for opening of
 - (i) Technical Bids:18.02.19 3 p.m
 - (ii) Financial Bids:20.02.19 4 p.m
- (c) Likely month for commencement of deployment of required manpower:
February, 2019.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. DDCE, Utkal University, and other units of university requires the manpower services of reputed, well established and financially sound Manpower Service Providers to provide services of Watchman, Drivers, Data Entry Operators, carpenter, plumber and others related to housekeeping on contract basis for day to day official work.
2. The contract for providing the aforesaid is likely to commence from the month of February, 2019 and would continue for a period of one year upto 3rd year of the agreement from the date of agreement. The period of the contract may be further extended beyond one year provided the requirement of DDCE or any other units of Utkal University for manpower persists at the time or may be curtailed/terminated before one year owing to deficiency in service or substandard quality of manpower deployed by the selected Manpower Service Provider or because of change in requirement of DDCE any other units of Utkal University. However, the university reserves right to terminate this initial contract at any time after giving one week notice to the selected Manpower Service Provider.
3. The estimated cost of the contract is minimum of Rs.20, 00,000/- (Rupees Twenty Lakhs) per annum. The cost may increase or decrease subject to engagement of

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manpower in different area. University may require or may not require and engage in all (Drivers, Data Entry Operators, Peons, Security guard/watchman and others) or in any one area.

4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of 50000/- (Rupees fifty thousand and other requisite documents by 14/02/19 till 5PM at DDCE, Utkal University, Bhubaneswar-751007.
5. The various crucial dates relating to “Tender for Providing Manpower Services to the DDCE, Utkal University, Bhubaneswar-751007” are cited as under :
 - (a) Date and time for submission of Tender document :14.02.19 till 5 p.m
 - (b) Date and time for opening of
 - (i) Technical Bid :18.02.19 at 3 p.m
 - (ii) Financial Bids: 20.02.19 at 4 p.m
 - (c) Likely date for commencement of Deployment of required manpower :
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 “*Tender Bid for Providing Manpower Services to DDCE, Utkal University*” mentioning Technical Bid and Financial Bid separately. Both sealed envelopes should be kept in a third sealed envelope super scribing “*Tender for Providing Manpower Services to DDCE, Utkal University, Bhubaneswar*”.
7. The Earnest Money Deposit (EMD) of Rs. 50000/-(Rupees fifty thousand), refundable (without interest), should be necessarily accompanied with the Technical Bid of the manpower service provider in the form of Demand Draft payable at Bhubaneswar in any nationalised Bank drawn in favour of **Director, DDCE, Utkal University**, Bhubaneswar failing which the tender shall be rejected summarily.
8. The Tendering Manpower Service providers are requested to enclose photocopies of the following documents (duly attested by self/group “A” Gazetted Officer of the State Governments/Central Government), along with the Technical Bid, failing

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which their bids shall be summarily/ out rightly rejected and will not be considered any further:

- (a) A forwarding letter with all the documents as point No. 8(b) to (q) is to be sent.
- (b) The Tender notice/Tender condition (Page No.1 to 13) duly signed by the authorised person of the firm.
- (c) Registration of the applicant organisation(must be a private limited company under Companies Act);
- (d) Copy of PAN/GIR card;
- (e) Copy of the IT return filed for the last three financial years;
- (f) Copies of EPF and ESI certificates;
- (g) Copy of the GST registration certificates;
- (h) Certified extracts of the Bank Account containing transactions during last three years;
- (i) Copy of Labour license/Registration under contract Labour(Regulation & Control Act, 1970 be enclosed)
- (j) Copy of Registration Certificate under the Private Security Agencies (Regulation) Act, 2005 (**PSARA Act, 2005**).
- (k) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar.
- (l) They should have at least eight years experience in providing manpower service. (certificate must be attached)
- (m)Certificate of declaration regarding blacklisting or otherwise.
- (n) Valid ISO Certification on quality.
- (o) Presently, the agencies must be providing services minimum to five Odisha State Govt. departments/ Agencies/units. At least 250 numbers of staffs must be working under the manpower service provider.
- (p) They should have any other regulatory clearance (to be specified by DDCE) that may be required for providing manpower services.
- (q) Minimum turn-over requirement must be at least Rs 2 Crores or more per annum.

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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 authorised 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 initialled by the person authorised to sign the tender bids.
11. The Technical bids shall be opened on the scheduled date and time at 18.02.19 at 3 P.M, at DDCE, Utkal University, Bhubaneswar-751007 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 Competent Authority of the DDCE, Utkal University reserves the right to annul all bids without assigning any reason.
13. Dispute, if any shall be subject to SDJM Bhubaneswar' Jurisdiction only.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER AT DDCE AND OTHER UNITS OF
UTKAL UNIVERSITY, BHUBANESWAR-751007**

1. She/he should be above 18 years of age and not exceeding 45 years.
2. The minimum Educational Qualification for Data Entry Operators will be graduation with PGDCA, Tally, Odia, Devanagari and Hindi (Devanagari) 30 words per minute in any discipline and should be well conversant with computers and essentially well trained in MS office, internet and LAN function.
3. Experienced Drivers, L.M.V. License and minimum 10th pass.

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GENERAL TERMS & CONDITIONS

1. DDCE, Utkal University reserves the right to call the renderers for negotiations based on the rates quoted in tenders, if deemed necessary.
2. The Agreement shall be made by both the parties for a period of one year from the date of agreement, 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. However the term may be extended upto 3 years from the date of agreement with the same terms and conditions on mutual consent of both the side.
4. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract the rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of DDCE, Utkal University.
5. Manpower Service Provider will be bound by the details furnished to DDCE, Utkal University and while submitting the tender or at subsequent stage. In case, any of such documents furnished by the agency 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 persons deployed shall be required to report for work as per the requirement of the authority or such other Officer as may have been kept in charge of the Office Establishment of the office concerned. 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.
7. The Manpower Service Provider is required to provide torch/lathi etc. to the security guard/watchman deployed.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with Authority of Utkal University so that optional services of the persons deployed could be availed without any disruption.

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9. 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 DDCE, Utkal University. Further the rate should also not less than the minimum wage rate of Government of Odisha.
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 DDCE, Utkal University.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. DDCE, Utkal University shall, in no way, be responsible for settlement of such issues whatsoever.
12. DDCE, Utkal 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.
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 currency 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.
15. 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.
16. The terms and conditions on engagement of person are to be decided by the service provider. DDCE, University has no interference in the process.
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

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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 persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. 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 DDCE, Utkal University. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

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 at DDCE, Utkal University.
3. DDCE, Utkal University shall have no liability in this regard.
4. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to DDCE, Utkal University to the concerned tax collection authorities, from time to time, as per the rules and

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regulations in the matter. Attested Xerox copies of such documents shall be furnished to DDCE, Utkal University.

5. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of DDCE, Utkal University or any other authority under law.
6. 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 DDCE, Utkal University.
7. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, DDCE, Utkal University is put to any loss/ obligation, monetary or otherwise, DDCE, Utkal 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.
8. 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. DDCE, Utkal 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 DDCE, Utkal University by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

1. The Technical Bid should be accompanied with the cost of Tender paper, i.e., Rs.2,000/- (Rupees two Thousand only) in the form of demand draft in favour of **Director, DDCE, Utkal University** payable at Bhubaneswar failing which the Tender will be cancelled.
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

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refunded to them without any interest. In case of successful tendered 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. 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.
4. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by DDCE, Utkal University in respect of the persons 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 through account transfer in favor of the agency.
5. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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 DDCE, Utkal University.
6. DDCE, Utkal University 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.
7. 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.
8. All disputes shall be under the jurisdiction of the Bhubaneswar.
9. The successful bidder will enter into an agreement with DDCE, Utkal University for supply of suitable and qualified manpower as per requirement of DDCE, Utkal University on the above terms and conditions.

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10. Selection of the bidders is on the discretion of the University Authority considering the services rendered to different organizations irrespective of the price quoted by the firm.

TECHNICAL BID

Kindly provide information for the following:

<u>Sl. No.</u>	Information required from the tendered	Information to be provided by tendered(Attach Xerox copy of the document)
1.	A forwarding letter with all the documents	
2.	The Tender notice/Tender condition duly signed by the authorized person of the firm	
3.	Name of the Agency(Registration of the applicant organisation(must be a private limited company under Companies Act);	
4.	Local Address(The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar)	
5.	If the head office other than in (3)above ,then give the address for the same	
6.	Contact No.of the Agency	
7.	Name of the contact person and his contact No. Email:	
8.	Date of incorporation of Agency(Certificate to be enclosed)	
9.	Copy of PAN/GIR card;	
10.	Copy of the IT return filed for the last three financial years	
11.	Copies of EPF and ESI certificates	
12.	Copy of the GST registration certificates	
13.	Certified extracts of the Bank Account containing transactions during last three years	
14.	Copy of Labour license/Registration under contract Labour(Regulation & Control Act, 1970 be enclosed	
15.	Copy of Registration Certificate under the Private Security Agencies (Regulation) Act, 2005 (PSARA Act, 2005)	

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16.	Experience in providing manpower service. (atleast eight years certificate must be attached)	
17.	Certificate of declaration regarding blacklisting or otherwise.	
18.	Copy of Valid ISO Certification on quality	
19.	Work order of five Odisha State Govt. departments/ Agencies/units where at present providing services.	
20.	They should have any other regulatory clearance (to be specified by DDCE) that may be required for providing manpower services.	
21.	Proof of 250 numbers of staffs working under the manpower service provider.	
22.	Proof of Minimum turn-over requirement of Rs 2 Crores or more per annum.	
23.	Tender Fee (DD No with date)for Rs.2000/- (Rupees one thousand only)	
24.	EMD(DD No with date)for Rs-50000/-	

25. References

Sl. No.	Contact person	Name of Organization	Office no./Mobile no.	E-mail if any:
1				
2				
3				

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FINANCIAL BID

- a. If the rate differs from position to position then the rate is to be quoted in the same format in a different statements.
- b. The options and the terms for engaging a supervisor is also to be specified.
- c. The supervision charges if any is also to be specified at the end of the statement

SECURITY GUARD / CARPENTER / PLUMBER / DEO / DRIVER /SUPERVISOR AND OTHERS IF ANY	RATE (In Rs.)	REMARKS
Wages		
V.D.A.		
Wages per month(30 days)		
EPF		
ESI		
Total		
GST		
Rate per Month		

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

1. List of Manpower shortlisted by agency for deployment in DDCE, Utkal University, Vanivihar, Bhubaneswar containing full details i.e. date of birth, marital status, address, educational qualification, valid Id proof etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

INSTRUCTIONS

Tender has to be submitted in TWO-BID System with information to be given in Technical Bid and rates to be quoted in Financial Bid.

FIRST ENVELOPE-should contain duly signed (Technical Bid) and (Terms and conditions), super scribed as “Technical Bid for providing manpower services”

SECOND ENVELOPE- should contain duly signed (Financial Bid), super scribed as “Financial Bid for providing manpower services”

THIRD ENVELOPE- should contain DD for Cost of Quotation Call Paper of Rs.2000/- (Rupees two thousand only) and security deposit of Rs.50000/- (Rupees Fifty thousand only) as cost of EMD to be put in this envelope and sealed.

All the papers shall be placed in another envelope, and submitted to the Directorate of Distance & Continuing Education (DDCE), Utkal University, Vanivihar, Bhubaneswar-751007 in a sealed condition super scribing as “Tender for providing manpower services”. So as to reach their latest by 14.02.19(till 5P.M) through Registered post /dropped in the box.

- **Opening of Technical Bid – 18.02.19 at 3 P.M.**
- **Opening of Financial Bid-20.02.19 at 4 P.M.**

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