

TENDER PARTICULARS AND INSTRUCTIONS OF TENDER NOTICE

Selection of Manpower Service Provider for providing Technical and non-technical personnel and casual labourers to Orissa University of Agriculture and Technology, Bhubaneswar



No. 15529/UAT, Dt. 09/07/2018

Tender fee (Non-refundable): Rs. 1000/-

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IMPORTANT INFORMATION TO THE BIDDERS

- ❖ **Tender Call Notice No.** : **15529/UAT, Dt.09/07/2018**

- ❖ **Type of Tender** : **Manpower Service Providers**

- ❖ **Period for which the tender document will be available in OUAT website** : **From dt.09-07-2018 to 31-7-2018 (up to 5.00 PM)**

- ❖ **Cost of Tender Paper** : **Rs.1000/-**

- ❖ **EMD** : **Rs.1,00,000/-**

- ❖ **Date, time & place of Opening of technical bids** : **Dt.01.08.2018 at 11.00 A.M. in R.K. Hall, OUAT**

- ❖ **Date of opening of financial bids of eligible bidders** : **To be intimated to technically qualified bidder through email/SMS/telephone**

- ❖ **Likely date for commencement of deployment of required manpower** : **To be intimated to successful bidder**

DISCLAIMER COMPREHENSIVE

The information contained in this Tender document provided by or on behalf of OUAT to **the Bidding agencies/company(s)**, is based on the terms and conditions set out in this Tender Document. The purpose of this document is to provide information that may be useful to bidding agencies in making their offers pursuant to the "**Tender Document**". The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OUAT and its employees make no representation or warranty and shall have no liability to any company/person, including any bidder under any law, statute, rules or regulations or tort, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise. OUAT may in its absolute discretion reserves the right to reject, cancel, terminate, change or modify all or any part of the Tender Document at any time without assigning any reason whatsoever or providing any notice and without accepting any liability for the same. The Agencies / companies interested to compete shall bear all its costs, associated with or relating to this tender, for Tender. Submission of Proposal document by the bidder shall be deemed to have been done after careful study and examination of the document. The proposal should be responsive and complete in all respects.

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. OUAT, Bhubaneswar – 751003 (herein after referred to as the university) is an autonomous academic institution with the mandates for teaching, research and extension. In addition, several tenure based projects funded by the State and Central Govt. as well as outside funding agencies are operating under it. So, it requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of various categories of Technical, Non-Technical Manpower and Casual Labour at various levels, as described in the **Schedule-I** and similar type of manpower likely to be engaged in future during the period of validity of this tender at Bhubaneswar and other stations situated at different parts of Odisha.
2. The contract for providing the manpower, as described in **Schedule-I**, is likely to commence from a date to be specified and would continue for a period of one year or as may be specified. The period of the contract may be further extended beyond the specified date provided the requirement manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard / poor quality of manpower deployed by the selected Service Provider or because of change in the requirements of OUAT. The University, however, reserves the right to terminate the contract at any time after giving 15 days notice to the selected Service Provider.
3. This University has assessed the tentative requirement for different categories of Technical, Non-Technical man power and casual labour for OUAT as specified in **Schedule-I**. The requirements may increase / decrease in any or all the categories. This manpower will be engaged in various offices/projects for executing programmes and works, and will be given responsibilities in accordance with a set of guidelines issued.
4. The tentative Educational Qualifications, experience required and nature of job as prescribed for various categories of personnel to be provided by the service provider are indicated in **Schedule-I**.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Tender Fee (Rs.1000/- non-refundable) and EMD (Rs.1,00,000/- refundable), as the case may be, and other requisite documents by dt.31.07.2-18 up to 5.00 PM at the Registrar, OUAT, Bhubaneswar - 751 003.
6. The various important dates relating to “**Tender for providing Manpower Services to OUAT**” are cited as under :
 - a) Period for which the tender document will be available in OUAT website :dt.06-07-18 to 31-07-18
 - b) Last Date and time for submission of Tender document: 31-07-18 up to 5.00 P.M.
 - c) Date and time for opening of Technical Bid: 01-08-18 at 11 A.M.

- d) Opening of Financial Bids of eligible Tenders and selection: To be intimated through email/SMS/telephone
- e) Likely date for commencement of Deployment of required manpower : To be intimated
7. 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 to OUAT**” and “**Financial Bid for Providing Manpower Services to OUAT**”. Both sealed envelopes should be kept in a third sealed envelope super-scribing “**Tender for proving Manpower Services to OUAT**”.
8. The Tender Fee (Rs.1000/-non-refundable) and EMD of Rs.1,00,000/- (refundable without interest) should be accompanied with the Technical Bid in the form of Demand Draft drawn in favour of **Comptroller, OUAT, Bhubaneswar** failing which the tender shall be summarily rejected.
9. EMD of all the unsuccessful bidders will be refunded by the Comptroller, OUAT, Bhubaneswar within 30 days of receipt of application. The EMD amount of the successful bidder would be kept as a part of **Performance Guarantee** till the acceptance of final deliverables.
10. The E.M.D. shall be forfeited without giving any further notice:
- i. If a bidder withdraws its bid during the period of bid validity,
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with the tender document,
 - iii. If found to have a record of poor performance such as having abandoned work, black listed, inordinately delayed the execution and completion of the assignment and faced commercial failures etc.
 - iv. In case of a successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 30 days from the date of placing the order.
11. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self attested by along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered any further** :
- a) Registration certificate of the bidder’s organization, under GST and Companies Act.
 - b) Documentary proof of the registered office or one of the branch offices of the manpower service provider located at Bhubaneswar.
 - c) Documentary proof of 03 years experience in providing similar type 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 FY 2017-18.
- e) Documentary evidence of GST Return filed up to dt.31.03.2018
- f) Copy of PAN card
- g) Copy of the IT return filed for the last two financial years i.e. 2015-16 and 2016-17.
- h) Copy of EPF registration certificate
- i) Copies of ESI registration certificate
- j) Copy of valid contract labour license as per R & A Act, 1970.
- k) Copy of the audited statements of accounts (Balance Sheet, Profit and Loss A/c etc.) showing minimum annual turnover of Rs.100 lakh in each financial year (FY) 2015-16 and 2016-17.
- l) 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.
- m) Copy of power of attorney in the name of authorized signatory.

12. Any conditional bids shall not be considered and will be summarily rejected at the very first instance.

13. 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. The financial bid has to be filled in both figures and words and in case of any difference in the two; the bid given by words alone shall be reckoned for the purpose of this tender.**

14. The technical bids shall be opened on dt.**01-08-18** at 11.00 A.M. in **Radhakrishnan Conference Hall**, OUAT, Bhubaneswar 751 003, in the presence of one of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

15. The date, time and venue of opening of the financial bid of the technically qualified bidders shall be intimated through phone/email/fax/SMS.

16. Consortium, in any form, is not allowed.

17. The Competent Authority reserves the right to accept/cancel all or any of the bids without assigning any reason thereof.

18. FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall

promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or 15 days, whichever is more; either party may at its option terminate the contract.

25. DISPUTE RESOLUTION

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chancellor, OUAT, Bhubaneswar.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work / service to which the dispute relates to, on account of the arbitration and in such case payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhubaneswar only. The courts at Bhubaneswar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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 type work.
 - (iv) They should have their own bank account.
 - (v) They should be registered with income tax and filed IT return of FY, 2015-16 and 2016-17 (i.e. Assessment Year, 2016-17 and 2017-18).
 - (vi) They should have the GST No. issued by the Govt. Department.
 - (vii) They should be registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to December 2017.
 - (viii) They should be registered with appropriate authorities under Employees State Insurance Acts and obtained return up to December 2017 and e-challan on ESI up to March, 2018.
 - (ix) They should have obtained valid contract Labour License (R & A) Act, 1970 any other regulatory clearance that may be required for providing manpower.
 - (x) They should have their own or hired Technical Experts of eminence and experience in the relevant field of selecting required Technical and non-Technical Manpower required by the University as specified in **Schedule-I**.
 - (xi) Minimum annual turn-over of the Manpower Service Provider should not be less than Rs. 200 lakh during last 2 years.
 - (xii) Any other regulatory clearance required for a Human Resource Service Provider Agency should be submitted along with the technical bid.
 - (xiii) In case OUAT is procuring Man-power for deployment in its outlying stations, then the agency should provide the name, designations & contact number of its authorized person to liaise with the said outlying stations.

2. **Relaxation**-The Competent Authority may relax the norms with regard to number of years of experience (Section 1, clause iii) , and turn over in respect of similar contracts (clause xi) above, if the Manpower Service Provider is otherwise qualified, at its discretion, subject to a specific application being made for the purpose to the Registrar, OUAT. The relaxation, however, shall be applied only if suitable bidders are not available or those available do not otherwise qualify in terms of technical and financial bids or in the opinion of the competent authority/Registrar, OUAT it is expedient to apply such relaxation due to operational reasons.

SCHEDULE- I

**TENTATIVE REQUIREMENT OF TECHNICAL AND NON-
TECHNICAL MANPOWER FOR OUAT, BHUBANESWAR**

Sl. No.	Category of manpower	Essential Qualification /Experience	Experience	Nature of job
1	Senior Research Fellow	M. Sc. (Ag.) in Agronomy/ Agro-meteorology/ Soil Science or M. Tech. (Ag. Engg.) in Soil & water conservation engineering/ Land & Water Resources Engineering	Applications of Remote Sensing and GIS in agriculture, modeling approaches for resources and crop management.	Program writing/data analysis/ image classification/Interpretation of satellite images/report return/conducting training programs
2	Senior Research Fellow	M. Sc. (Home Science) in any subject preferably Food and Nutrition/M.Tech (Ag. Engg.) in APFE/M.Sc. (Ag) in Horticulture/ M.Sc. (Ag.)	Not required	Field Survey, organization training and demonstration, official work and other projected works
3	Senior Research Fellow	M.Tech in Farm Machinery and Power	2 years working experience in the relevant field	Conduct training and demonstration of Agril. Machines, Field evaluation, research and design of agril. machine
4	Senior Research Fellow	M.Sc. (Ag.) in Fruit Science/ Vegetable Science/ Floriculture and Landscaping	Minimum 3 years experience in relevant field	
5	Senior Research Fellow	M.Sc. (Ag.) Agril. Economics	Minimum 3 years experience in relevant field	
6	Senior Research Fellow	M.Sc. (Ag.) Plant Protection Entomology, Plant Pathology, Nematology	Minimum 3 years experience in relevant field	

7	Software Application Expert	M. Tech. in Computer Science / MCA / B. Tech. (CSE, ECE, IT) and conversant in writing codes in programming languages	Minimum 01 year experience in RS/GIS / web GIS application in Agriculture and Natural Resource Management	Image classification, program writing, software development, Apps development, conducting training programs
8	Office/Field Assistant	+2 Science with Diploma in Agricultural Science	Working experience on using MS word, MS Excel and internet	Field observation, typing official letters/reports, assistance in organization of training programs, movement of office files
9	Technical Assistant	B.Sc. (Biology/ Life Science)	Working experience in laboratory/ field	Conducting lab experiments, collecting data from the field data analysis and office works
10	Lab Technician	B.Sc. (Chemistry)	Not required	
11	Office Assistant	+2 Science with Diploma in Agricultural Science	Working knowledge on using MS word, MS Excel and internet	Official transactions, data recording from the field, typing letters and other office works
12	Tractor Driver	8 th pass with tractor driving license.	<ul style="list-style-type: none"> • 2 years experience in operation of tractor with agricultural implements. • Knowledge in repair and maintenance of tractor. 	Assist in training and demonstration, testing of agril. equipment
13	Mechanic	10 th pass and ITI and machinist trade	2 years experience in operation of CNC lathe/ milling machine/ Sheet vending machine/ Hydraulic press/ plasma cutting machine	Assist in fabrication of the component of chopper cum seeder
14	Diesel Mechanic	10 th pass and ITI in Diesel mechanic trade	2 years experience in operation and maintenance of Diesel/ Petrol engines	Assist in training and demonstration, Repair and maintenance of agricultural machines
15	Fitter	10 th pass and ITI in Fitter trade	2 years experience in fabrication and fitting of agriculture machines	Assist in training and demonstration Repair and maintenance of agricultural machines
16	Mechanic Instrumentation	10 th pass and ITI in Instrumentation trade	2 years experience in repair and maintenance of electronic devices	Repair and maintenance of instruments
17	Multitasking Staff	8 th pass	2 years experience in operation & maintenance of agricultural machines	<ul style="list-style-type: none"> • Assist in training and demonstration • Assist in office and workshop and other activities as and when assigned

18	Laboratory attendant	10 th pass	2 years experience of working in laboratory	To work in the laboratory
19	Office-computer Assistant	Graduate in any discipline	2 years experience	Typing official letters, handling accounts matter and assist in report return
20	Jr. Clerk	Graduate in any discipline	Not required	Maintenance of day to day official work/academic and administration of the department
21	Peon	10 th pass	Not required	Maintenance of the dept. as well as carrying and forwarding of different official letters and files to different destinations
22	Office accountant	Graduate in Economics/Statistics	At least 01 year experience in accounting	Maintain office cash book/stock book, preparation of UC & SoE, statistical analysis of generated data
23	Senior Technical Assistant	B. Tech(Agril. Engg.) with project and electives in Farm Machinery and Power	Not required	Conduct testing of Agril. Machines
24	Technician	Diploma in Mechanical Engineering	<ul style="list-style-type: none"> • Design and modelling with CAD software • 2 years experience in preparing engineering drawing and testing of agri machines in reputed organisation 	Assist in testing of agricultural machines and preparing engineering drawing of agri machines
25	Casual Labour	Unskilled	As per requirement to be intimated	As per requirement to be intimated
26	Other	As per requirement to be intimated	As per requirement to be intimated	As per requirement to be intimated

PROFORMA 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 Tender fee and EMD : DD No.Dt.....of
Rs.....towards tender fee drawn on
Bank.....

DD No.Dt.....of Rs.
towards EMD 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 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. Financial Turnover of the tendering Manpower Service Provider for :
 the below mentioned Financial Years on similar contract

Financial Year	Amounts (in Lakh)	Remarks, if any
2015-16		
2016-17		

13. Give details of the major contracts handled by the tendering Manpower Service Provider during the last two years i.e. 2015-16 and 2016-17

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

14. Additional information, if any (attach separate sheet if space provided is insufficient)

Date

Signature of Authorized Person with seal

Place

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

Signature of Authorized Person with seal

Place

Name :

Seal :

PROFORMA FOR FINANCIAL BID

Name of tendering Manpower Service Provider:.....

A. Bid for Technical and Non-Technical Manpower

Sr. No.	Consolidated amount per month to be paid by the service provider (including service charge, service tax, ESI, EPF etc)	Service charge (only in % of consolidated amount up to two decimal places)	Service tax (only in % of consolidated amount up to two decimal places)	EPF (only in % of consolidated amount up to two decimal places)	ESI (only in % of consolidated amount up to two decimal places)
1.	More than Rs.30,000				
2.	Rs.20001 - 30000				
3.	Rs.10001 - 20000				
4.	Less than Rs.10000				

Consolidated amount to be paid by the service provider is inclusive of labour charges, service tax, EPF, ESI & service charge

B. Bid for Casual Labourer

Sr. No.	Category	Labour charges per day as per prevailing Govt. rate	Service tax	EPF (only in %)	ESI (only in %)	Service charge in Rs. only	Cost to hirer
1.	Unskilled						
2.	Semi-skilled						
3.	Skilled						

Cost to service provider is inclusive of labour charges, service tax, EPF, ESI & service charge

Signature with stamp _____

Date _____

Full Name _____

Address _____

Provisions of EPF Act and Rules/ ESI Rules/ Any Other rules /Tax laws or orders relevant will be applicable.

Date:

Signature of authorized person

Place:

Name:

Notes :

Seal:

1. The total rates quoted by the tendering agency should be inclusive of all statutory liabilities in force at the time of entering into the contract.
2. Monthly payment shall be made only on the basis of no. of working days for which duty has been performed, and within 07 days of submission of bills and necessary documents.
3. EPF, ESI and GST are to be calculated as per prevailing rules.

TERMS & CONDITIONS

GENERAL

1. The Man Power Service Provider(s) shall have to execute the agreement with Registrar, OUAT immediately before commencement of the deployment of man power.
2. The agreement shall stand valid for a period of one year from the date of contract, 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.
3. The contract shall automatically expire on completion of one year from the date of agreement or other dates as may be specified, unless extended further by the mutual consent of the Manpower Service Provider and the Authority (ies). All matters relating to extension of period of contract or its terms and conditions shall be decided by Registrar, OUAT unless otherwise specified.
4. The contract may be extended, on the same terms and conditions, for a further specific period mutually agreed upon by the Manpower Service Provider and the Registrar, OUAT.
5. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Registrar, OUAT.
6. OUAT at present, have tentative requirement of Technical, Non-Technical manpower and Casual Labourer as in **Schedule -I**. The requirement of the University may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional /reduced manpower services, if required, on the same terms and conditions.
7. The manpower Service Provider will be bound by the details furnished by it to the Authority/ University 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 including forfeiture of EMD.
8. The Registrar, OUAT reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
9. The Manpower Service Provider shall nominate a **coordinator** who shall be responsible for immediate interaction with Registrar, OUAT so that optimal services of the persons deployed could be availed without any disruption.
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 OUAT.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The University shall no way be responsible for settlement of such issues whatsoever.

12. 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.
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. The Manpower Service provider shall not withdraw or disengage the Services of the Manpower employed without the prior written approval of the Registrar, OUAT. In the event of any vacancy arising during the currency of the contract, due to desertion, resignation or otherwise of any man power, the Manpower provider has to intimate such position including severance of service of the manpower to the Registrar, OUAT and place suitable manpower against such vacancy.
15. In case of termination of this Agreement or 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 any other capacity.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Income Tax department, Labour commissioner, Provident Fund Authorities, Dept. issuing GST certificate, Employees State Insurance Corporation, ISO certification for providing manpower, permission from special branch under Home Department for providing manpower under Pvt. Manpower providing Agency Act, etc., and 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.
17. The Manpower Service Provider shall provide a substitute if there occurs any probability of the person leaving the job due to his/her own personal reasons. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
18. The Manpower Service Provider has to submit the list of EPF Account numbers of all the outsourced personnel. The Manpower Service Provider shall produce remittance certificate towards EPF and ESI contributions at the time of submitting the bill for the succeeding month. Any excess deductions made by the Manpower Service Provider in violation of the government instructions shall result in stringent action.
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 Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the University or office concerned. The University or office concerned shall have no liability in this regard.
22. 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 or Office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. **Attested photocopies of such documents shall be furnished to the university or office concerned immediately.**

23. 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 office concerned or any other authority under law.
24. Registration / License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the University or the office concerned is put to any loss/ obligation, monetary or otherwise, the University or office concerned will be entitled to get itself reimbursed out of the outstanding bills or the bank guarantee of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. 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 Registrar of University or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the University or office concerned by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the bank guarantee.

Financial

27. The Technical Bid should be accompanied with required Tender Fees & EMD, as mentioned in the bid document in the form of Demand Draft drawn in favour of **Comptroller, OUAT, Bhubaneswar** failing which the tender shall be summarily rejected.
28. The EMD in respect of the agencies which do not qualify in the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer(s) the same shall be returned after 30 days of engagement of manpower in full as specified or may be adjusted towards performance bank guarantee to be submitted by them. 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.**
29. EMD of all the unsuccessful bidders would be refunded by the Comptroller, OUAT, Bhubaneswar within 30 days after declaration of the successful bidders. The EMD amount as mentioned above of the successful bidder would be kept as a part of Performance Guarantee till the acceptance of final deliverables. The EMD amount is “Interest free” and will be refundable to the unsuccessful bidders without any accrued interest on it.
30. **The selected manpower service provider has to submit a bank guarantee of Rs.10 lakh in the format given in Annexure - I before or at the time of execution of agreement between both the parties.**
31. In case of breach of any terms and conditions attached to this agreement, the EMD of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
32. The Manpower Service Provider shall raise the bill, **in triplicate**, along with attendance sheet and submit the same to the concerned officer-in-charge on **1st** day of every month.

As far as possible the payment will be released to the Service provider by the 7th of every month, subject to submission of bills in time as specified above.

33. The Service Provider shall credit the entitlements of engaged manpower through bank transaction only.
34. The claims in bills regarding Employees State Insurance, Provident fund, and Service Tax etc. should be necessarily accompanied with documentary proof of deposit of the same with appropriate authorities pertaining to the bill for the previous month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished.
35. 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.
36. 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 be binding on all parties.
37. All disputes shall be under the jurisdiction of the local court at the place of the Bhubaneswar.
38. The successful bidder shall execute an agreement within 15 days of finalization of the tender with the Registrar, OUAT, Bhubaneswar or a nominee authorized by Registrar on a Non-Judicial Stamp Paper worth Rs.100/- for supply of suitable and qualified manpower as per requirement of the university on the above terms and conditions.
39. The successful bidder shall provide 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 No., email ID, educational qualification etc., Bio-data of all persons, and any other documents considered relevant.

AGREEMENT FORM

This agreement is made on this _____ day of _____ between the Registrar, Orissa University of Agriculture and Technology (OUAT), Bhubaneswar-3, here-in-after referred to as the “Authority (ies)” 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 “Manpower Service Provider” 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 _____ Office

And whereas, the “Manpower Service Provider” has offered its willingness to the same in conformity with the provisions of the agreement.

Now this agreement witnesses as below:

1. That the Annexure containing the Terms & conditions and Schedule of Manpower to be provided 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 per the requirement placed in Schedule-I and similar type of manpower likely to be engaged in future during the period of validity of this tender, at OUAT 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 for a period of one year, unless otherwise terminated by the competent authority.

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

**Signature of the officer
Authorized to sign on behalf of
Manpower Service Provider**

In the presence of witness:-

**Signature of the Authority
Registrar, OUAT**

1. Signature.....
Name.....
Address.....

1. Signature.....
Name.....
Address.....

2. Signature.....
Name.....
Address.....

2. Signature.....
Name.....
Address.....

UNDERTAKING

Madam/Sir,

1. After careful examination of the above scope, nature and volume of services with the general conditions referred therein, we hereby offer to provide the manpower covered therein complete in all respects at the rate quoted in attached schedule of prices of the tender.
2. Our offer shall be valid up to a period of 12 complete months inclusive of Sundays & holidays from the date of award of the tender.
3. We hereby undertake to have the certificates attached along with the requisite documents in the tender and to provide inclusive services at destinations to be prescribed by the tendering authority.
4. The information/document furnished along with the above application is 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 documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. We agree to furnish the bank guarantee in the manner to be decided by your competent authority.

Thanking You.

Yours faithfully,

(Signature with seal)

Note : This form should be duly filled in by the tenderer and returned to the Registrar, OUAT, Bhubaneswar - 751 003 along with the tender

TERMS AND CONDITIONS OF THE AGREEMENT

1. This agreement shall be in force for a period of one year from the date of agreement, unless 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 or on any other administrative reasons.
2. This Agreement shall automatically expire once the contract period is completed at the expiry of one year.
3. The Agreement may be extended on the same terms and conditions for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name is called without the prior written consent of the Authority.
5. The requirement of this office may increase or decrease during the period of initial contract also and the Manpower service provider should provide the manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider is bound by the details furnished by it to the Authority while submitting the tender or at any 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 and forfeiture of bank guarantee.
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 Manpower Service Provider shall nominate one coordinator at state level who shall be responsible for immediate interaction with the Registrar, OUAT, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed with Registrar, OUAT, Bhubaneswar and other offices shall be that of the Manpower Service Provider and the Authority 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 produce such evidence as may be required by the Office concerned.
10. For all intents and purposes, the Manpower Service Provider shall be “Employer” within the meaning of different rules and act in respect of manpower so deployed. The

person deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority.

11. The Manpower Service Provider shall solely be responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Authority shall not be responsible for any financial loss or any injury/death of any person so deployed by the Manpower Service Provider in course of their performing the functions/duties, or for payment towards any compensation.
13. 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.
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 in any 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 in the form of affidavit, from the person deployed to this effect shall be required to be submitted duly authenticated by the Manpower Service Provider. The Man Power Service Provider shall inform the candidates that duration for which they are being taken on outsourcing basis is for only one year and an undertaking from each outsourcing employee to that extent shall be submitted to the authority.
16. The Manpower Service Provider is registered with the concerned Govt. Authorities, i.e. Income Tax Department, Labour Commissioner, provident Fund Authorities Employees State Insurance Corporation etc. and a copy of 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, if required under the Act.
17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable. The Manpower Service Provider has to submit the list of EPF Account numbers of all the outsourced personnel deployed. The Manpower Service Provider shall produce remittance certificate towards EPF and ESI contributions at the

time of submitting the bill for the succeeding month. Any excess deductions made by the Manpower Service Provider in violation of the government instructions shall result in stringent action.

18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. The persons deployed are of proven integrity and competence; should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill 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.
20. 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.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in the Department or office concerned and also solely responsible to meet any claims of the manpower supplied by it under any of the Labour Enactments such as Workmen's Compensation Act etc. The Department or the office concerned shall have no liability in this regard.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Authority to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to Registrar, OUAT.
23. The Manpower Service Provider shall, as an employer of the outsourced personnel, shall maintain all the personnel records such as pay rolls, attendance sheets, leave records, service records etc., and all statutory registers under the Law and shall produce the same, on demand for inspection or for scrutiny by the officials authorized by the Authority or by any other authority under law.
24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law and a result thereof, the Authority is put to any loss/obligation monetary or otherwise, the Authority 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 obligation in monetary terms.

25. The agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Authority will have no liability towards nonpayment 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 is caused to the Authority or at the places where the outsourced personnel are deployed, the same shall be recovered from the unpaid bills or shall be adjusted from the performance security Deposit.
26. The EMD shall be forfeited:
- a. In case, the Man Power Service Provider fails to sign the contract in accordance with the terms and conditions stipulated
 - b. If found to have a record of poor performance such as having abandoned work within the period of contract/ having been black listed/ having inordinately delayed completion of the task entrusted / having faced commercial failures etc.
 - c. In case, if the Man Power Service Provider fails to deploy the required manpower against the initial requirement within 30 days from the date of placing the order.
27. 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.
28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified in respect of the persons deployed and submit the same to the Registrar, OUAT on monthly basis including the commission.
29. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of the Authority or any other officer authorized on behalf of the Authority.
30. The amount of penalty calculated @ 100/- per day on account of delay, if any, in providing 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.
31. The Man Power Service Provider is solely responsible for any loss caused to the university, when such loss is caused by the gross negligence of the supplied outsourced

personnel engaged. The Authority is entitled to recover such loss from the Man Power Service Provider.

32. The Authority, reserves the right to impose penalty for any irregularity committed by the person supplied by the agency.
33. In case of any over-payment or wrong payment made to the Manpower Service Provider due to wrong interpretation of the provisions of this agreement or otherwise due to oversight or calculation error etc., such payment will be deducted in the subsequent bills or failing that from the bill or bills or if any balance amount is left over the same would be recovered from the deposit of the agency available with the Authority.
34. In the event of any dispute arising in respect of the clauses of the agreement of 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. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the provision encountered at a later stage.
36. The Authority reserves the right to enter into similar contract with any other manpower service provider to engage such manpower required by the authority and the man power service provider shall not claim any sole right to provide such man power.
37. It is further agreed between the parties hereto that the Hon'ble Courts in Bhubaneswar alone shall have jurisdiction to try and or entertain any proceedings, suits, complaints or any other matter arising out of or touching or concerning this agreement.

In witness whereof the parties have signed this Agreement, on the day, -----month and year written above.

Signature of Authorised Signatory
of Manpower Service Provider

Signature of Authority
Registrar, OUAT

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Comptroller
Orissa University of Agriculture & Technology
Bhubaneswar 751003

WHEREAS (Name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of purchase order no..... dated to supply (description of goods and services) (herein after called “the contract”)

AND WHEREAS it has been stipulated by you in the said purchase order that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS, we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of Rs..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank. This guarantee shall be valid up to and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch