

TENDER DOCUMENT

IMPORTANT INFORMATION TO THE BIDDER

- a) Availability of tender documents : Man Power Service Providers should download the tender documents from the OUAT website (www.ouat.nic.in) along with non-refundable cost of tender documents of Rs.5,000/- (Rupees Five Thousand) only in form of drawn in favour of the Comptroller, OUAT payable at Bhubaneswar
- b) Date of Issue of tender Document : From the date of Notification for Tender to **12.05.2021** (up to 5.00 P.M. During office hours, except Sunday and Govt. Holidays) Any document received after this time shall not be taken into consideration
- c) Last date and time for submission of tender documents by Speed post/Registered post/Courier : **Up to 05.00 P.M of 12.05.2021** (During office hours, except Sunday and Govt. Holidays) Any document received after this time shall not be taken into consideration.
- d) Earnest Money Deposit : Rs1,00,000/- in shape of DD in favour of Comptroller, OUAT, Bhubaneswar
- e) Date & time of opening of Tender :
- i) Technical Bids : 13.05.2021 at 11.00 A.M
 - ii) Financial Bids of eligible Bidders : 21.05.2021 at 03.00 P.M
- f) Venue : Radhakrishnan Conference Hall, OUAT., Bhubaneswar-3
- g) Likely date for commencement of deployment of required manpower : **1st July,2021**
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SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

The Odisha University of Agriculture & Technology (OUAT) requires the services of reputed well established and financially sound Man Power Service Providers to provide services of Un-armed Security Guard (semi-skilled) and Cleaning personnel on outsourcing basis for day to day official work.

1. The contract of providing the aforesaid man power is likely to commence from 01.07.2021 and would continue till 30.06.2022. The period of the contract may be further extended beyond 30.06.2022 provided that the requirement of the Odisha University of Agriculture & Technology (OUAT), Bhubaneswar for manpower persists at that time or may be curtailed/terminated before 30.06.2022 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in requirement of OUAT. The Odisha University of Agriculture & Technology (OUAT), Bhubaneswar, however, reserves the right to terminate this initial contract at any time after giving 15 days notice to the selected service provider.
2. The Odisha University of Agriculture & Technology (OUAT), Bhubaneswar has tentative requirement of 100 nos. of Un-armed Security Guards (semi-skilled) and 100 nos. Cleaning personnel (Un-skilled) in its Offices located at Bhubaneswar and outlying Stations. The total requirement may increase/decrease.
3. The estimated cost of the contract is around Rs.2,64,00,000/- (Rupees Two Crore Sixty four Lakhs) only per year.
4. The interested Man Power Service Providers should download the tender documents from the OUAT website (www.ouat.nic.in) and submit the tender documents complete in all respects along with non-refundable cost of tender documents of Rs.5,000/- (Rupees Five Thousand) only in form of drawn in favour of the Comptroller, OUAT payable at Bhubaneswar.
5. The interested Man Power Service Providers should submit the tender document complete in all respects along with EMD and other requisite documents on or before dt. **12.05.2021** up to **5.00 p.m** addressed to the Registrar, Odisha University of Agriculture & Technology, Bhubaneswar-751003 by registered post/speed post/courier only. OUAT is not responsible for any postal delay.
6. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super-scribing "Technical Bid for providing manpower services and Financial Bid for providing manpower services to OUAT. Both the sealed envelopes should be submitted. The tender should be addressed and sent to **Registrar, Odisha University of Agriculture & Technology, Bhubaneswar-751003, Odisha.**
7. **Earnest money deposit (EMD)** : The bidder shall have to furnish EMD (refundable without interest) of **Rs1,00,000.-** (Rupees One lakh) only in shape of Demand Draft from any Nationalized Bank drawn in favour of the Comptroller, Odisha University of Agriculture & Technology, Bhubaneswar-751003, Odisha, payable at State Bank of India, OUAT Campus Branch, Bhubaneswar, failing which the tender shall be rejected summarily. The EMD in original should be necessarily accompanied with the Technical Bid of the bidder.
8. The successful tenderer will have to deposit a performance **security deposit of 10% of the contract value** in term of Bank guarantee from any Nationalized Bank drawn

in favour of Comptroller, OUAT covering more than one month the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. Agreement shall be executed on confirmation of the performance Bank Guarantee from the concerned Bank.

9. The tendering manpower service providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.
 - a) Registration certificate of the applicant's organization, under GST and Companies Act, if any.
 - b) Documentary proof of the registered office or one of the branch office of the manpower service providers located in Bhubaneswar.
 - c) Documentary proof of 03 years experience in providing manpower service to State Government/Central Government Departments/PSU on similar work.
 - d) Copy of the Bank pass book in the name of the organization along with bank statement containing transaction made during the year 2018-19, 2019-20 & 2020-21.
 - e) GSTN and VAT clearance certificate up to 31.01.2021
 - f) Copy of PAN/GIR card.
 - g) Copy of the IT return filed for the last three financial years i.e. 2017-18, 2018-19 and 2019-20. (i.e. assessment year 2018-19, 2019-20 & 2020-21)
 - h) Copy of GST registration certificate & return as on 31.01.2021.
 - i) Copies of EPF and ESI registration certificates
 - j) Copies of EPF Electronic Challan Return (ECR) and remittance confirmation slip for the months of October -2020, November- 2020, December-2020 .
 - k) Copy of ESI return as on January 2021 and e-challan of ESI for the month of October -2020, November- 2020 & December-2020.
 - l) Copy of valid contract labour license (R & A) Act, 1970.
 - m) Copy of the audited statement of accounts (Balance Sheet, Profit and Loss A/c etc.) showing minimum annual turnover of 50 lakhs each in the financial year (FY) 2018-19, 2019-20 and 2020-21.
 - n) Copy of a contract on similar work worth Rs.50,00 lakhs or more per annum for in FY 2017-18, 2018-19 and 2019-20
 - o) Copy of the License to engage in the business of private security agency issued by home department, Govt. of Odisha only in case of Security Guards (PASARA).
 - p) Tender fee in shape of DD for Rs.5,000/- drawn in favour of the Comptroller, OUAT payable at Bhubaneswar (non-refundable).
 - q) Tender document duly signed and sealed by the authorized persons of the service provider in each page as a token of acceptance of all terms and condition of the bid alongwith rubber stamp.
 - r) Copy of power of attorney in the name of authorized signatory
 - s) EMD for Rs.1,00,000/- in shape of DD drawn in favour of the Comptroller, OUAT payable at Bhubaneswar (Refundable)

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

10. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
 11. Consortium is not allowed.
 12. All entries in the tender form should be legible and filled clearly. If the space of furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialized by the person authorized to sign the tender bids.
 13. The Technical Bids shall be opened on the scheduled date and time at 11.00 A.M on dt **13.05.2021** in the Radhakrishnan Conference Hall of OUAT, Bhubaneswar in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
 14. The Financial Bid of only those tenders will be opened whose technical bids are found in order. The Financial bids shall be opened at 3.00 pm on dt. **21.05..2021** in the Radhakrishnan Conference Hall of OUAT, Bhubaneswar in the presence of representatives of the Manpower Service Providers if any, who wish to be present on the spot at that time.
 15. The Odisha University of Agriculture & Technology (OUAT), Bhubaneswar reserves the right to annul all or any of the bids without assigning any reasons thereof.
 16. If the performance of the agency is found satisfactory, then it may be extended for the next financial years with a maximum limit of three years with same terms and conditions. The price will only change keeping in pace the latest guidelines of Finance Department.
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**TECHNICAL REQUIREMENTS FOR THE TENDERING
MANPOWER SERVICE PROVIDER**

1. The Tendering Manpower Service Provider should fulfill the following technical specification :
 - a) The bidder should be registered under appropriate authority, such as
 - i. Registered under the Companies Act 2013
 - ii. Registered under the Indian Partners hip Act1932
 - iii. Registered under the Indian Trusts Act 1882
 - iv. Registered under the Societies Registration Act 1860.
 - v. Registered under the Limited Liability Partners hip Act 2008
 - a) The registered office or one of the branch offices of the manpower services provider should be located in Bhubaneswar.
 - b) They should have at least three years experience in providing manpower to State Government/Central Government Departments/ PSU on similar work.
 - c) They should have their own bank account in any scheduled bank situated in Odisha. Copies of the pass book and transaction statement for the last 6 month need to be submitted
 - d) The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this Tender. An undertaking to this effect to be furnished by the bidder as per the prescribed format **[Form –T1]**
 - e) Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director /Persons to bedeployed by the Service Provider An undertaking to this effect to be furnished by the bidder as per the prescribed format. **[Form –T2]**
 - f) The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
 - g) The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, photo, address, date of birth, sex, residential address (temporary/permanent), aadhar no/voter ID no, Bank Account, EPF/ESIC Details etc.
 - h) They should be registered with income tax and filed IT return of FY 2017-18, 2018-19 and 2019-20 (i.e. Assessment Year2018-19, 2019-20 and 2020-21) . They should be registered with GST.
 - i) They should be registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to March, 2021.

- j) They should be registered with appropriate authorities under Employees State Insurance Acts and obtained return up to March 2021 and e-challan on ESI up to March 2021.
 - k) They should have obtained valid contract Labour License (R & A) Act, 1970 any other regulatory clearance that may be required for providing manpower.
 - l) They should have minimum annual turnover of **50** lakhs each in the FY 2018-19, 2019-20 and 2020-21.
 - m) Execution of single contract on similar work worth Rs.50 Lakhs each in FY 2018-19, 2019-20 and 2020-21.
 - n) They should have possessed valid license to engage in the Business of Private Security Agency issued by the Home Department, Govt. of Odisha (PASARA) in case of providing security guards.
 - o) They should have any other regulatory clearance that may be required for a Human Resource Service Provider Agency.
 - p) Besides if the OUAT is procuring Man Powers for deployment in their outlying stations, then the agency should provide the name, designations & contact number of the person to liaise with the said outlying stations.
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**FORM T1
UNDERTAKING**

*On the Stamp Paper of appropriate value in shape of affidavit
from the Notary regarding Non-blacklisting*

I, here by undertake that, our organization has not been blacklisted /
debarred by any of the Central / State Government Department/ Office or
by any Public Sector Undertaking (PSUs) and not blacklisted by any
authority during the recent past

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:
Name of the Bidder and Address :

FORM T2
UNDERTAKING

*(On the Bidder's Letter head
regarding not having any pending judicial proceedings for any criminal offences)*

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/ Director/ Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:
Name of the Bidder and Address :

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

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

Financial Year	Amounts (in Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

15. Give details of the major contracts handled by the tendering Manpower Service Provider during the last three years i.e. 2018-19, 2019-20 and 2020-21 in the following format.

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

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

Date
Place

Signature of Authorized Person with
Name :
Seal :

DECLARATION

1. I,Son/ Daughter / Wife of ShriProprietor/Director/Authorized Signatory of the Service Provider, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date
Place

Signature of Authorized Person with seal
Name :
Seal :

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

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

Sl. No.	Manpower Type	Monthly Rate per Employee								
		Remuneration (As per Govt. rates on daily wage basis)	Employer share of		Employee share of		Other Statutory dues, if any	Service Charge	GST	Total per person
EPF	ESI		EPF	ESI						
1	Security Guards (Unarmed-semi-skilled)									
2	Cleaning Personnel (Unskilled)									
3	Labour (unskilled)									

N.B The Bidder has to quote the rate as per rate of remuneration mentioned in the above table. All rates should be written in alphabetically up to two decimal, Numerical information is not allowed.

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

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. The service charge quoted by the Manpower Agency should not be NIL, which will be outrightly rejected.
4. Tender of the Bidder quoted less remunerations than the remuneration mentioned above will be rejected.
5. EPF, ESI and GST are to be calculated as per existing rules. Evaluation Committee of OUAT is authorized to make corrections in case of working calculation made by the bidder in respect of EPF, ESI and GST rate while determining the lowest-01(LI) bidder. In this regard the decision of Registrar, OUAT is final and binding to all the bidder.
6. The remuneration along with statutory dues as per norm cited above for each employee in the Financial bid of Bid document may vary subject to the instructions of Registrar, OUAT from time to time.
7. Certificate towards payment of GST/Service Tax against bills raised in favour of OUAT should be provided by 7th of next month regularly, else payment shall be held up till submission of the certificate.

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence from 01.07.2021 and shall continue till 30.06.2022 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of OUAT.
2. The Agreement shall automatically expire on 30.06.2022 unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreements to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement after giving a 15 days' notice to the manpower service provider.
7. The person deployed shall be required to report for work as per the duty assigned to him/her. He/she may be require to work beyond normal working hours for which he/she not be any extra remuneration. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. The person deployed may be called on holidays to attend duty
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of Odisha University of Agriculture & Technology, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deploy in OUAT shall be that of the manpower service provider and Registrar, OUAT, Bhubaneswar will in no way be liable. It will be the responsibility of the manpower service provider to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Registrar, OUAT, Bhubaneswar.
10. The payment of remuneration to the engaged manpower has to be online bank transfer to their account only. No cash payments can be made to them. The rate of wage/remuneration shall not be less than the prevalent rate as per the minimum wages Act (for each category of manpower) failing which the bid shall be summarily rejected.
11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against Registrar, OUAT, Bhubaneswar.

12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Registrar, OUAT, Bhubaneswar shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of the OUAT or officer concerned and an authorized representative of the manpower service provider.
13. The Registrar, OUAT, Bhubaneswar shall not be responsible for any financial loss i.e. theft or missing of goods or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining license under contract labour (regulations and abolition) act, 1970 if any at his own part and cost.
18. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.
19. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Registrar, OUAT, Bhubaneswar concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
20. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 21 years of age and physically sound to perform the duties.
21. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
22. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
23. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.

24. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
25. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
26. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
27. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
28. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
29. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of Rs.100/- per day for each replacement** on account of delay shall be deducted from the monthly bills in the succeeding month.
30. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
31. 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.
32. The 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. Sub-contracting is not allowed under this agreement

LEGAL

33. The person deployed shall, during the course of their work be privy to certain classified documents and information which they are not supposed to divulge to third parties. In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well as the person deployed liable for penal action under the appropriate laws besides, action for breach of contract.
34. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it. The Registrar, OUAT, Bhubaneswar shall have no liabilities in this regard.
35. The manpower service provider shall also be liable for depositing all taxes-levies, cess, etc. on account of service rendered by it to OUAT, Bhubaneswar to the concerned tax collection authorities from time to time, as per the rules and

regulations in the matter. Attested photo copy of such documents must be furnished to the Registrar, OUAT, Bhubaneswar.

36. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand to the authority, the Registrar, OUAT, Bhubaneswar or any other Authority under law.
37. The tax deduction at source TDS/GST shall be done of the provision as per the income tax act/rule and other Govt. norms, as amended from time to time and certificate to this effect shall be provided by the Registrar, OUAT, Bhubaneswar.

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

In case, the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the OUAT, Bhubaneswar is put to any loss/obligation, monetary or otherwise, Registrar, OUAT, Bhubaneswar will be entailed to get it reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent of the loss or obligation in monetary terms.

38. The Agreement is liable to be terminated because of non-performance, deviation from terms and condition of contract, non-payments of remuneration of employed person and non-payment of statutory dues. The Registrar, OUAT, Bhubaneswar shall have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the OUAT by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security deposit.

FINANCIAL

39. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, in the form of demand draft drawn in favour of the Comptroller, Orissa University of Agriculture & Technology, payable at SBI, OUAT Campus Branch, Bhubaneswar, **failing which the tender shall be rejected outrightly.**
40. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date the order is placed, the EMD shall stand forfeited without giving any further notice.**
41. The successful Tenderer will have to deposit a security amount of one month employees remuneration including statutory dues **in the form of Fixed Deposit receipt FDR/Bank Guarantee** made in the name of the agency but hypothecated to the Comptroller, OUAT covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR/ Bank Guarantee will have to be accordingly renewed by the successful tenderer.
42. The successful Tenderer will have to deposit a Performance security deposit of 10% of the contract value only in form of Bank guarantee/Bank draft/bankers cheque drawn in favour of the Comptroller, Orissa University of Agriculture & Technology, payable at SBI, OUAT Campus Branch, Bhubaneswar. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successful tenderer. In case of renewal, the amount of performance security deposit is to be determined by the Registrar, OUAT, Bhubaneswar taking into account the contractual obligation of the manpower service provider.

43. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
 44. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of acquaintance roll exhibiting payment released to each personnel, attendance sheet duty verified by OUAT along with the bill (in triplicate). There after it shall be reimbursed by OUAT after verification.
 45. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the OUAT, Bhubaneswar.
 46. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
 47. 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.
 48. In case more than one bidder quote same service charges per manpower per month/ more than one bidder become L1 bidder then the following procedure shall be adopted to settle the dispute and to choose the L1 bidder:
 - a) The turnover of the bidding firms (only from manpower service providing business) are taken into consideration, the bidding firm having high turnover shall be given more weightage over bidding firm having low turnover.
 - b) Experience in providing manpower on outsourcing basis in Govt. sector of the bidding firm shall be taken into consideration. Firms having more experience in Govt. sector shall be given preference over firms having less experience.
 - c) Volume of Payment of statutory dues like EPF, ESI & GST of bidding firms shall be taken into consideration for which bidding firms are required to furnish all the documentary evidence in support of their payment of statutory dues (EPF, ESI & GST) of last 02(two) Financial Years i.e. F.Y-2019-20 & 2020-21.
 49. 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 Vice-Chancellor, OUAT for his/her decision and the same shall be binding on all parties.
 50. All disputes shall be under the jurisdiction of the court located at Bhubaneswar where the headquarters of OUAT, who has executed the agreement, is located. .
 51. The successful bidder will enter into an agreement with **Registrar**, OUAT, Bhubaneswar for supply of suitable and qualified manpower as per requirement of OUAT, Bhubaneswar on the above terms and condition.
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**SELF ATTESTED DOCUMENTS TO BE PROVIDED WITH THE
TECHNICAL BID**

1. Application- -Technical Bid.
 2. Copy of certification of incorporation / Registration
 3. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Bhubaneswar.
 4. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
 5. Copy of the bank pass book in the name of the organization along with bank statement containing transactions made during the year 2018-19, 2019-20 and 2020-21.
 6. Copy of PAN /GIR card.
 7. Copy of the IT return filed for the last three financial year .i.e., 2018-19, 2019-20 and 2020-21 (i.e. Assessment Year 2019-20, 2020-21 and 2021-22).
 8. Copy of GST registration certificate return as on 31/12/2020.
 9. Copies of EPF and ESI registration certificates.
 10. Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of April-2021 & May-2021.
 11. Copy of ESI return as on May-2021 and e-challan of ESI for the month of April-2021 & May-2021.
 12. Copy of valid Contract Labour License (R & A) Act, 1970.
 13. Copy of the Audited Statement of accounts (Balance Sheet .Profit & Loss A/C etc.) showing minimum annual turnover of Rs.30 lakhs each in the Financial Year (FY) 2018-19, 2019-20 and 2020-21.
 14. Copy of single contract on similar work worth Rs.50.00 lakhs in FY 2018-19, 2019-20 and 2020-21.
 15. Copy of the License to engage in the Business of Private Manpower (Unarmed Security Guards-semi-skilled and Cleaning Personnel-unskilled,) issued by , Govt. of Odisha in case of deployment of manpower.
 16. EMD in shape of Demand draft/Bankers cheque.
 17. Tender fee in shape of D.D amounting to Rs.5,000/- (Rupees Five Thousand non refundable) only in case of Tender Document downloaded from web site.
 18. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.
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**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY
BEFORE DEPLOYMENT OF MAN POWER**

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

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

And

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

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

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

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the Manpower Service Provider.

Now this agreement witnesses as below :

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

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

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

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

In the presence of witness:-

Witness

Witness

1. Name
- Address.....
2. Name
- Address.....

1. Name.....
- Address.....
2. Name
- Address.....

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from (dt) _____ and shall continue till (dt.) _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on (dt.) _____ unless extended further by the mutual consent of the manpower service provider and the Authority.
3. The Agreement may be extended on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the manpower service provider.
7. The persons deployed shall be required to report for work as per duty assigned to him/her. He/she may also be required to work beyond normal working hours for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leave early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall not paid extra remuneration by this office on attending such duty.
9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the OUAT so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service provider deployed in OUAT shall be that of the manpower service provider and OUAT will in no way be liable. It will be the responsibility of the Human Resource Service Provider Agency to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the OUAT.
11. For all intents and purposes the manpower service provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by manpower service provider shall not have any claim whatsoever like employer and employee relationship against the OUAT.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OUAT shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the OUAT and an authorised representative of the manpower service provider The Department shall not be responsible for any financial loss or any injury to any person deployed by the

Human Resource Service Provider Agency in the course of their performing the functions/duties, or for payment towards any compensation.

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 manpower service provider must be registered with the concerned Govt. Authorities, i.e Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
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 over lapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, whatever applicable.
- 20 The persons deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
- 21 The persons deployed should be polite, cordial and efficient while performing the assigned work and their actions should promote good will and enhance the image of OUAT. The manpower service provider shall be responsible for any act of indiscipline on part of the persons deployed.
- 22 The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 23 The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the O.U.A.T. The OUAT have no liability in this regard.
- 24 The manpower service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Officer of the OUAT (Department or office concerned) to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copiers of such documents shall be furnished to office concerned of the OUAT.
- 25 The manpower service provider shall maintain all statutory registers under law and shall produce the same, on demand, to the authority of OUAT office concerned or any other authority under Law.
- 26 The Tax deduction at Source (TDS) shall be done as per the provision of Income Tax Act/ Rules and other Govt. norms as amended from time to time and a certificate to this effect shall be provided by the OUAT.

- 27 In case, the manpower service provider fails to comply with any liability under appropriate law, and as a result thereof, the OUAT is put to any loss/obligation, monetary or otherwise, the OUAT will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent of the loss or obligation in monetary terms.
- 28 The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The OUAT will have no liability towards non-payment of remuneration to the persons employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the OUAT by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 29 In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the Agreement.
- 30 The Manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet alongwith the bill (in triplicate). There after it shall be reimbursed by OUAT.
- 31 The claims in bills regarding Employees State Insurance, Provident Fund, and other Govt. Statutory dues etc should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the OUAT.
- 32 The amount of penalty calculated @Rs.100/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the manpower service provider shall be deducted from its monthly bills in the succeeding month.
- 33 The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 34 In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the Vice-Chancellor, OUAT for his decision and the same shall be binding on all parties.
- 35 All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
