



Central University of Odisha
(Established under the Central Universities Act, 2009)
Sunabeda, Dist.: Koraput. Odisha Pin.: 763 004.

Ref.:CUO/Admn/MPC/93

Dt. 12/09/2019

NOTICE INVITING TENDER

Sealed quotations are invited from the agencies for Annual Maintenance for providing Manpower Services at Central University of Odisha, Sunabeda, Dist.Koraput, Odisha. The sealed quotations are to be submitted on or before dt.11/10/2019 by 15.00Hrs. as per the prescribed terms and conditions.

For further details please log on to University website: www.cuo.ac.in.

Sd/-
Registrar

TERMS & CONDITIONS:

I. ESSENTIAL QUALIFICATION:

The tenderers shall fulfill the following eligibility criteria, failing which their quotations will be summarily rejected:

- a. The tenderer must possess valid License, Registration etc. issued by the Competent Authority as applicable.
- b. The tenderer must have satisfactorily completed:
 - i. One contract of Rs.50.00 Lakhs or more
 - ii. Two contracts of Rs.36.00 lakhs each or more or
 - iii. Three contracts of Rs.20.00 Lakhs or more issued by any Govt. / Autonomous / PSU Organization (Central or State) Public Sector Banks / Universities for deputing manpower services during the last 03 Financial Years (i.e. 2017-18, 2018-19 and 2019-20).

Note: (i) The contract in progress and contract which is not satisfactorily completed will not be considered;
(ii) Contract executed in any private organization will not be considered.

- c. The total turnover of the tenderer shall not be less than Rs.1.00 (One) Crore during the last 03 Financial Years (2017-18, 2018-19 and 2019-20).
- d. The tenderer must deposit Earnest Money (EMD) of Rs.1,00,000/- (Rupees one lakh only) along with their tender in the form of Demand Draft drawn in favour of Central University of Odisha payable at Koraput.
- e. The tenderer must deposit the cost of tender document of Rs.500.00 (Rupees Five hundred only) in the form of demand draft drawn in favour of Central University of Odisha payable at Koraput. The cost of the tender document is non-refundable.
- f. The tenderer must possess Bank Account, PAN, and G.S.T No. in the name of the firm

II. DOCUMENTS TO BE ENCLOSED

The tenderer shall submit copies of the following documents along with the tender, failing which their bids will be summarily rejected:

1. Copy of license / registration certificate issued by the Competent Authority.
2. Copy of valid Provident Fund Registration Number.
3. Copy of valid ESI Registration Number.
4. Contract Completion Certificate issued by the concerned Govt./ Autonomous / PSU Organisation (Central or State), Public Sector Banks / Universities under the signature of the appropriate as regards Sl. No.b above consisting of the following details:
 - i. Name of the Work
 - ii. Date of Commencement of Contract
 - iii. Date of completion of contract
 - iv. Number or manpower deployed
 - v. Total Value of the contract
 - vi. Whether the supply of personnel was made satisfactorily or not.
5. Copy of income tax returns and / or annual accounts for the last 03 Financial Years. (2016-17, 2017-18 & 2018-19)
6. Copies of Bank Account, PAN, and Goods Service Tax Registration Certificate.
7. Demand Draft of Rs. 1,00,000/- (Rupees one lakh only) drawn in favour of Central University of Odisha payable at Koraput towards value of EMD.
8. Demand Draft of Rs.500.00 (Rupees Five hundred only) towards cost of tender document drawn in favour of Central University of Odisha payable at Koraput which is not refundable.

III. SUBMISSION OF Tenders

1. Tenderer shall submit only one Tender. If a Tenderer submits more than one Tender, all such tenders shall be rejected.
2. The tenders are advised to visit and acquaint themselves with the area and working conditions. The cost of visit shall be borne by the tenderers. Submission of tender by a tenderer implies that they have seen the proposed working places and familiar with the working conditions.
3. **Tender Opening Date and Time:** The tenderers may send their quotations by speed post or registered post or in person only addressed to the Registrar, Central University of Odisha, Sunabeda Dist.:Koraput, Odisha – 763 004, so as to reach the University on or before 11/10/2019 by 15.00Hrs. Envelope

containing bid shall be super-scribed as "Tender for Providing Manpower Services" Ref. No.....date....."

4. Tender Box shall be sealed at 1500hrs on 11.10.2019 and the same will be opened at 1530 hrs on the same day. The bidders or their authorized representative may also witness the opening.
5. The rates and specifications quoted by the tenderers shall be strictly as per the Performa attached as Annexure 01 and 02 otherwise their quote will be liable for rejection.
6. The bids sent through normal post or courier or Fax or e-mail shall not be considered.
7. All the documents submitted by the tenderers shall be serially numbered.
8. Central University of Odisha, Koraput reserves the rights to accept / reject any offer in full or in part without assigning any reason thereof.
9. The blank Tender documents may be downloaded from the University Website www.cuo.ac.in
10. Tenders must be valid for 120 days from the date of opening of tender.
11. The personnel to be engaged may vary as per the requirement of the University.

12. Disbursement of Wages:

- (a) The agency shall provide the number of personnel as per the requirement of the University for each category like Un-skilled, Semi-skilled, Skilled and Highly skilled.
- (b) The agency shall disburse the wages to their men on or before the 10th day of every month. In case of delay in disbursement of wages by the agency, University reserves the right to disburse the wages and recover the same from the monthly bill of the agency along with penalty.
- (c) Failure to disburse the wages in time would attract penalty @0.5% per day on the billed amount. Maximum of penalty imposed would be up to 5%.
- (d) The men deployed by the agency are required to mark their attendance in the Attendance Register which will remain in the custody of the University.
- (e) The wages shall be disbursed by the agency to their men engaged through the Bank Account.

- (f) The bills of the agency for the previous month will be released by the University in the current month, within 15 days after submission of bill in duplicate along with copies of attendance sheet of men deployed by the agency, bank statement showing disbursement of wages to their men, ESI / EPF / GST Challans for the previous month.

13. **Security Deposit:** (Performance Security Deposit): The successful tenderer shall deposit @5% of the total annual contract value amounting to Rs.2,00,000/- (Rupees two lakhs only) as performance security deposit with the University within 10 days of receipt of Award Letter. The amount shall be paid in the form of Demand Draft drawn in favour of Central University of Odisha payable at Koraput. The performance security deposit shall remain with the University till completion of contract and the amount will be returned to the agency without any interest.
14. **Duration of Contract:** The contract shall be valid for a period of one year from the date of commencement of work. The University reserves the right to curtail or to extend the validity of contract on the same rates, terms and conditions for such period as may be mutually agreed to
15. **Settlement of Disputes:** In the event of any dispute or differences between the Central University of Odisha and the bidder, arising out of non-supply of material or goods, not found as per specifications or any other cause whatsoever relating to the supply or purchase order, before or after the supply has been executed, shall be referred to the Vice-Chancellor, Central University of Odisha, Koraput who may decide the matter himself or may appoint Arbitrator under the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. All disputes shall be subject to jurisdiction of courts at odisha only.
16. **Return of EMD:** The unsuccessful tenderers shall be returned of their EMD demand draft within 15 days after finalization of the tender and issue of supply order in favour of successful tenderer(s). However, the EMD of the successful tenderer shall be retained by the University till the Performance Security Deposit of the full amount is deposited by him in the form of bank guarantee/FDR.
17. **Compliance with all Labour Laws:** The agency shall abide by and comply with all the relevant rules, laws and statutory provisions covered under Labour Laws, Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, EPF & ESI Act etc. with regard to the personnel engaged by them for the works.
18. **Settlement of Disputes:** In the event of any dispute or difference(s) between the Central University of Odisha and the successful tenderer 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 of Central University of Odisha.

The decision 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 proceeding 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 payment to the agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at Koraput only. All disputes shall be subject to Jurisdiction of courts at Koraput only.

19. **SPECIFIC TERMS & CONDITIONS:**

1. The agency shall provide the men personnel for each category i.e. Un-skilled, Semi-skilled, Skilled and Highly skilled as per the requirement and prior intimation of the University. Failure to deploy the required number of personnel shall attract penalty on the agency at the rate of 0.5% on each day for each service to a maximum of 5% per day keeping in view the incurred loss due to non deployment of men.
2. The agency shall not employ any child labour/ person below the age of 18 years and should be physically fit. Manpower, so engaged shall be trained in their respective field.
3. The agency awarded the work has to open **one functional office** in Sunabeda / /Koraput.
4. In case any public complaint is received attributable to misconduct / misbehaviour of the personnel, a penalty of Rs.500.00 for each such incident shall be levied and the same shall be deducted from the agency's bill. Further, the agency's person concerned may be removed from the duty immediately.
5. The University shall have the right to ask for the removal of any person of the agency, who is not found to be competent and fit in the discharge of his duty.
6. The antecedents of staff deployed shall be got verified by the agency from local/concerned Police Authority and an undertaking in this regard shall be submitted to the University.
7. The staff engaged by the agency shall not accept any gratitude or reward in any shape from anybody.
8. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the person(s) engaged by the

agency which will be established after an enquire conducted by the University, the said loss will be claimed from the agency up to the value of the loss. In this regard, the decision of the Vice-Chancellor, of the University will be final and binding on the agency.

9. Any liability arising out of any litigation (including those in consumer courts) due to any act of the agency's personnel shall be directly borne by the agency including all expenses/fines. The concerned the agency's personnel shall attend the court as and when required.
10. The agency shall deploy his personnel only after obtaining the University approval duly submitted the curriculum-vitae (CV) of these personnel. The University shall be informed at least one week in advance and the agency shall be required to obtain the University approval for all such changes along with their CVs.
11. During the course of contract, if any of the agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University, the contract shall be terminated forthwith and forfeit the Security Deposit.
12. In the event of default being made in the payment of any money in respect of wages of any person deployed by the agency for carrying out the assignments stipulated under the contract and if a claim thereof is filled in the office of the labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the University may, failing payment of the said money by the Agency, make payment of such a claim on behalf of the agency to the said Labour Authorities and any sums so paid shall be recovered by the University from the agency.
13. The agency shall indemnify and hold the University harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the agency.
14. The agency shall ensure that the staff shall not take part in any staff union and association activities.
15. The University shall not be responsible for providing residential accommodation to any of the personnel of the agency.
16. The men deployed by the agency are his own personnel and therefore, not the employees of the University. The University shall not be under any obligation for providing employment to any of the personnel of the agency after the expiry of the contract. The University does not recognize any employer-employee relationship with any of the personnel of the agency.

17. If any underpayment is discovered and established after the enquiry, the amount shall be duly paid to the agency by the University.
18. If as a result of post payment audit any overpayment is detected in respect of nay work done by the agency or alleged to have been done by the agency under the tender, the same shall be recovered by the University from the agency.
19. The agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the University.
20. All liabilities arising out of accident or death if any; while on duty shall be borne by the agency.
21. The agency shall not engage any sub-agency or transfer the contract to any other person in any manner.
22. All liabilities arising out of accident or death if any; while on duty shall be borne by the agency.
23. The agency shall not engage any sub-agency or transfer the contract to any other person in any manner.
24. The service agency has to provide 'Photo Identity Cards' to the persons employed by them for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
25. The transportation, food, medical and other statutory requirements in respect of each person engaged by the agency shall be the responsibility of the agency.
26. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles or the personnel of the service provider.

Sd/-
Registrar

BID PARTICULARS & BIDDER'S PROFILE

Name of the work: Annual Maintenance for providing Manpower Services at Central University of Odisha, Sunabeda, Dist.:Koraput, Odisha.

1. Name of the Tenderer :
2. Full Address of the tenderer :
3. Contact details of the tenderer
 - a) Telephone No. :
 - b) Mobile No. :
 - c) E-mail id :
4. Details of Earnest Money Deposit (Rs.1,00,000/-)
 - a) D.D. No. & Date :
 - b) Issuing Bank :
5. Details of the cost of tender document (Rs.500/-)
 - a) D.D. No. & Date :
 - b) Issuing Bank :
6. List of Documents enclosed :

Sl. No.	Name of the documents	Information to be filled in this column		Whether photocopies of documents enclosed (Plz.)
1.	License/ Registration (Number)			Yes / No
2.	Contract completion certificate (Name of the organization, value, date of commencement & completion etc)			Yes / No
3.	Income Tax Return (Annual Income During last 3 financial years)	2016-17	Rs. _____	Yes / No
		2017-18	Rs. _____	
		2018-19	Rs. _____	
4.	Audited balance sheet & profit and loss account annual turnover during financial years	2016-17	Rs. _____	Yes / No
		2017-18	Rs. _____	
		2018-19	Rs. _____	

5.	Bank account details (Bank Name, Branch & Account no.)		Yes / No.
6.	GST (Number)		Yes / No
7.	PAN (Number)		Yes / No

7. Validity period of the Bid:

8. Additional information, if any proposed to be furnished buy the tenderer.

Certificate: Certified that we accept all the terms and conditions of the tender documents.

Date:

Place:

Signature of authorized person

Full Name:

Designation:

Seal:



Central University of Odisha
Sunabeda, Dist.: Koraput, Odisha. Pin.: 763 004.

BILL OF QUANTITIES (BOQ)

Name of the Work: Annual Maintenance Contract for Providing Manpower at CUO, Sunabeda, Dist.: Koraput, Odisha – 763 004

Sl. No.	Description	Un Skilled Rs.	Semi Skilled Rs.	Skilled Rs.	Highly Skilled Rs.
1.	Rates quoted per person (Rate not less than minimum wages as per Orders of Labour Commissioner including VDA)				
2.	Statutory charges				
	a. ESI (% of monthly basic wages)				
	b. EPF (% of monthly basic wages)				
3.	Service Charges (%)				
4.	Total Charges				

Place:
Date:

Signature of the Bidder:
Name :