



Central University of Orissa
(Established Under the Central Universities Act, 2009)
Landiguda, Dist.-Koraput, ODISHA Pin.: 764 020.
06852-288235/288238, Fax.06852-288225

Ref.:CUO/Admn./MPC/93

Dt.18/05/2016

Central University of Orissa, Koraput invites sealed tender from the registered and experienced manpower agencies for providing services at Central University of Orissa, Koraput.

TENDER SCHEDULE

Ser.	Description	Schedule
1.	Name of the work	To supply manpower under unskilled, semi-skilled, skilled and highly skilled category (viz. Gardener, Data Entry Operator (D.E.O.), Office Attendant, Electrician, Cook, Cook- Helper, Plumber, Caretaker, Carpenter, Driver, Computer Laboratory Assistants etc.) at Central University of Orissa, Koraput
2.	Estimated value per annum	Rs.50.00 Lakhs
3.	Earnest money deposit (EMD)	Rs.1.00 Lakhs
4.	Last date & time for submission of tender	21/06/2016 by 1500 hrs
5.	Tender opening date & time	21/06/2016 by 1530 hrs
6.	No. of personnel to be engaged (approx) (likely to increase or decrease)	40

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

Sd/-
Vice-Chancellor

TERMS & CONDITIONS

I. COMPULSORY ELIGIBILITY CRITERIA

The tenderers must fulfil the following eligibility criteria failing which their offer will be summarily rejected:-

1. The agency must be registered under Appropriate Authority of the State/Central Govt./Home department and must possess valid licenses, registration etc. for providing manpower services.

2. The agency must have had experience in providing the similar services during the last three years as on 01/04/2016 to Govt./Autonomous/PSU Organisation (Central or State) or Public Sector Banks/Universities. There should not be any criminal case pending against the agency.

3. The tenderer must have completed satisfactorily same or similar contracts during the last 03 financial years (2013-14, 2014-15 and 2015-16) and the Current Financial Year at least (a) One manpower contract of Rs.20.00 Lakh or more **OR** (b) Two manpower contracts of Rs.15.00 lakh each or more **OR** (c) Three manpower contracts of Rs.10.00 Lakhs or more issued by any Govt./Autonomous/PSU Organisation (Central or State)/Universities.

[**N.B.:** (i) the contract in progress irrespective of any amount of payment against any contract not yet satisfactorily completed/executed shall not be considered; (ii) Contract in any private organization shall not be considered.]

4. The tenderer must have the total turnover of at least 300% of the estimated value i.e. Rs.1.5 crore or more during the last 03 financial years (2013-14, 2014-15 and 2015-16) and the Current Financial Year combined.

5. The tenderer must deposit earnest money of Rs.1,00,000/- (Rupees One Lakh only) along with their tender in the form of Demand Draft favouring Central University of Orissa payable at Koraput.

6. The tenderer must have its own bank account, PAN, TAN, TIN, VAT and Service Tax Number.

II. DOCUMENTS TO BE ENCLOSED

The tenderer must submit the following documents (self attested) along with the tender failing which their offer will be summarily rejected:-

1. Documentary proof of the registration/license issued by the Competent Authority.

2. Copy of valid Provident Fund Registration Number.

3. Copy of valid ESI Registration Number.

4. Satisfactory completion certificate issued by the concerned Govt./Autonomous/PSU Organization (Central or State), Public Sector Banks/Universities under the signature of the appropriate authority as regards Sl.No.3 above. The certificate must contain (i) Name of

the work (ii) Date of Commencement of Contract (iii) Date of completion of contract (iv) Number of manpower supplied (v) Total Value of the contract (vi) Whether the supply of personnel was made satisfactorily or not.

5. Copy of income tax return and annual accounts of the last 03 Financial Years.

6. Photocopies of bank account, PAN, TIN, TAN, VAT and Service Tax Registration Certificate.

7. Original demand draft of Rs.1,00,000/- (Rupees One Lakh only) along with their tender in the form of Demand Draft favouring Central University of Orissa payable at Koraput.

8. Original demand draft of Rs.500.00 (Rupees Five hundred only) being the cost of tender document in the form of account payee demand draft in favour of Central University of Orissa payable at Koraput only

III. SUBMISSION OF BIDS

1. **One bid per bidder:** Each bidder shall submit only one bid. If a bidder submits more than one bid, all such bids shall be rejected.

2. The bidders are advised to visit and acquaint himself with the area and working conditions. The cost of visit shall be borne by the bidders. Submission of bid by a bidder implies that the bidder has seen the proposed working places and has made himself/herself aware with the working conditions.

3. The tenderer shall submit on their letter-head the basic information as detailed at **Annexure-01.**

4. The price bid must be quoted by the tenderer in the prescribed format at **Annexure-02.**

5. Dispatch of tender bids by the tenderer.

(i) Bid must be placed in a sealed envelope clearly super-scribed as "Tender for providing Manpower Services". Tenders/bids submitted through Fax and E-mail will not be considered at all.

(ii) The tenderers may drop in person their sealed envelope containing bids in the tender box to be kept in the office of the Central University of Orissa, Koraput upto 1500 hrs of 21/06/2016.

(iii) The tenderers may also send their bids by speed post or registered post only addressed to the Central University of Orissa, Landiguda, Koraput – 764 020, Odisha so as to reach the University on or before 1500 hrs of 21/06/2016.

(iv) The bids sent through normal post or courier shall not be considered.

6. **Tender Documents Availability & Cost:** The tenderer/bidder may download the tender document from the University Website (www.cuo.ac.in). The tenderers are required to enclose along with their bid, a demand draft of Rs.500.00 (Rupees Five hundred only) as the cost of the tender document (non-refundable).

IV. OTHER ESSENTIAL TENDER TERMS & CONDITIONS

1. **Validity of Bids:** Tender/Bids must be valid for 180 days from the last date of submission of bids.

2. **Tender Opening:** Tender Box shall be sealed at 1500 hrs on 21/06/2016 and the same will be opened at 1530 hrs on the same day. The bidders or their authorised representative may also witness the opening. Only one person will be allowed.

3. **Clarification of bids:** Any fresh/new documents submitted by the tenderer after opening of the bids shall not be considered at all. However, the University reserves the right to seek clarification on the documents submitted by the tenderer along with their bids.

4. Payment to the Contractor by the University

The CUO shall reimburse/pay the following amounts to the Contractor on monthly basis against the bill submitted by the Contractor following the due process and substantive procedure:

4.1. Statutory Component(s) (Fixed)

Components	Un-skilled	Semi-skilled	Skilled	Highly Skilled
1. Minimum Wages	At the prevailing rate as fixed by Central / State Government (as applicable) for the relevant category at the relevant time (i.e. the actual month of working)			
2. EPF Contribution	13.36 % (on Minimum Wages)			
3.ESI Premium	4.75 % (on Minimum Wages)			
4. Bonus	8.33 % (on Minimum Wages)			

4.2. SERVICE CHARGE (Non-statutory Components) (As quoted by the Contractor and as accepted by the University)

The University shall pay a service charge at the accepted rate (%) as quoted by the successful tenderer on the total amount of statutory components vide Sl. No. 4.1. above. The Contractor shall be responsible to bear all other expenses (viz. Office expenses, Uniform, Torch, Umbrella, Profit, Tax liability, Administrative overheads, Operational overheads, any other items mutually agreed by the Contractor and the supplied person, etc.) out of the paid Service Charge. Accordingly, the Contractor is advised to quote the Service Charge in the tender accordingly.

5. **Selection of successful bidder:**

(i) Eligible Bidder quoting the least Service Charge in Bill of Quantities (**Annexure-02**) will be treated as the Lowest Bidder and his offer will be processed further subject to (ii) below.

(ii). The University will reject out-rightly the bids quoting the extremely low unworkable percentage of Service Charges (as per University's judgement) that may apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.

(iii) In the event of receiving more than one bid quoting the same amount of Service Charge, the final selection of successful bidder shall be made in the following manner:-

(a) The one with the highest turnover during the last 3 years put together;

(b) If more than one bid having the same total turnover, then the earliest one registered with the Registrar of Companies/Partnership Firms/ date of license under the Shops & Establishment Act.

(iv) Central University of Orissa, Koraput reserves the rights to accept/reject any offer in full or in part without assigning any reason thereof.

6. **Payment to the engaged Personnel by the Contractor**

(a) As requisitioned by the University, the Contractor shall provide the number of personnel (s) for each category (Un-skilled, Semi-skilled, Skilled and Highly skilled).

(b) The wage payment must be made on or before the 10th day after the expiry of the relevant wage period. Failure to timely payment of wages would attract penalty @ 0.5% per day on the billed amount. Maximum of penalty imposed would be up to 5%.

(c) The staff deployed by the agency will mark their attendance in the Attendance Register which will remain in the custody of the University.

(d) The Contractor must make the payment to the engaged personnel through the Bank Account of each person the following amount(s):

(i). Minimum wages as reimbursed by the University (without any deduction) .

(ii). Bonus as reimbursed by the University (without any deduction).

(iii) Any other payment the Contractor is liable to pay to the personnel out of the Service Charges paid to him by the University.

(e) While submitting the bill for a particular month, the Contractor must submit the following documents pertaining to the relevant immediate previous month without which the bill shall not be paid at all at the risk and responsibility of the Contractor:

(i) Acceptable documentary proof of crediting of the entitled amount in the bank account.

[N.B.: For cross verification the University at its sole discretion may obtain a copy of the bank statement (passbook) from the concerned personnel. University will check at least 20% of such manpower at random every month and 100% every three months].

(ii) Copy of EPF contribution payment challan in respect of the manpower deployed in the University.

(iii) Copy of the ESI premium payment challan in respect of the manpower deployed in the University.

(iv) At random, the copy of ESI/EPF statement will be sent to their respective offices for authentication of deposit of EPF contribution and ESI premium payment.

7. In case any of the agency's personnel deployed under the contract is absent on any day, a penalty equivalent to the day's wages for the number of staff absent on that particular day shall be levied by the University and the same shall be deducted from the agency's bill.

8. **Performance Security Deposit.** The successful tenderer shall deposit within 07 days of receipt of supply order @5% of the total annual contract value or Rs.2,00,000/- (Rupees Two Lakhs only) whichever is less, as performance security deposit with the University in the form of Bank Guarantee or Fixed Deposit Receipts issued by Nationalised banks with validity up to 03 (three) months after the contract period. The performance security deposit shall remain with the University till the completion of contract.

9. **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.

10. **Return of EMD to unsuccessful tenderers.** 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.

11. **Compulsory compliance with all Labour Laws**

The agency shall abide by and comply with all the relevant rules, laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act, EPF & ESI Act etc. with regard to the personnel engaged by him for the works.

V. MISCELLANEOUS TERMS & CONDITIONS

1. As requisitioned by the University, the Contractor shall provide the number of personnel (s) for each category (Un-skilled, Semi-skilled, Skilled and Highly skilled). Failure to supply the requisitioned number of personnel shall attract levying of penalty on the Contractor at the rate to be decided by the University at its discretion keeping in view the incurred loss due to non-supply, etc.
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 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 shall 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 employees deployed by the agency are his own personnel and therefore, not the employees of the University and it 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 employee-employer 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. **Settlement of Disputes.** In the event of any dispute or difference(s) between the Central University of Orissa 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 Orissa.

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 suspect the work/service to which the dispute relates to, o 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.

Sd/-
Vice-Chancellor

TENDERER'S PROFILE, ETC.

Work: Supply of manpower under unskilled, semi-skilled, skilled and highly skilled category to Central University of Orissa, Koraput (Ref: Tender Notice No.: CUO/Admn./MPC/93 dated 18/05/2016)

1. Name of the Tenderer :

2. Full Address of the tenderer :

3. Contact details of tenderer :

(a) Telephone No.

(b) Mobile No.,

(c) Fax No.,

(d) E-mail id

4. Details of Earnest Money Deposit (Rs.1,00,000/-) :
(Original D.D. must be placed in the Bid envelope)

(a) D.D. No.

(b) D.D. date

(c) DD amount

(d) Issuing Bank

5. Details of cost of tender document deposited (Rs.500/-):
(Original D.D. must be placed in the Bid envelope)

(a) D.D. No.

(b) D.D. date

(c) DD amount

(d) Issuing Bank

6. List of Documents enclosed:

Sl.No.	Name of the document	Information to be filled in this column	Whether photocopies of the documents enclosed (pl. tick)
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 03 Financial Years)	2013-14	Rs.	Yes / No
		2014-15	Rs.	
		2015-16	Rs.	
4.	Audited Balance Sheet & Profit and Loss Account Annual turnover during last 03 Financial Years	2013-14	Rs.	Yes / No
		2014-15	Rs.	
		2015-16	Rs.	
5.	Bank Details (Bank Name, Branch & Account No.)			Yes / No
6.	PAN (Number)			Yes / No
7.	TIN (Number)			Yes / No
8.	TAN (Number)			Yes / No
9.	VAT (Number)			Yes / No
10.	Service Tax (Number)			Yes / No

7. Validity period of the Bid:

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

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

Date :

Signature of authorised person

Place :

Full name :

Designation:

Seal:

PRICE BID

1. Work: Supply of manpower under unskilled, semi-skilled, skilled and highly skilled category to Central University of Orissa, Koraput

2. Ref: Tender Notice No.: CUO/Admn./MPC/93 dated 18/05/2016

3. Name of the Company/Agency:

4. Service Charge (to be quoted in percentage % by the Tenderer)

(i) In Figure: _____%

(ii) In words:

Place :

Signature of the bidder:

Date :

Name of the bidder :