

KHALLIKOTE UNIVERSITY

TENDER DOCUMENT

2019

For providing Manpower Services to the
KHALLIKOTE UNIVERSITY

By a

Private Manpower Service Provider



**KHALLIKOTE UNIVERSITY
BERHAMPUR**

Letter No. 966

Date: 23/10/19

Tender Call Notice

Sealed tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of Data Entry Operators, Multipurpose Workers, Security Guard, Utility Worker and Sweeper for a period of one year through a suitable Agency. The detail information of Tender documents is available in the University website i.e. www.kub.ac.in which may be downloaded.

Law
23/10/19
Registrar

Memo No. 967 (3) / Date 23/10/19

Copy forwarded for information & necessary action to:

1. Additional Secretary, Higher Education Department, Odisha, Bhubaneswar.
2. Dr. Raj Kishor Kampa, Assistant Professor, Khallikote University, Berhampur. He is requested to upload the tender documents in the University website i.e. www.kub.ac.in
3. Comptroller of Finance/ Chairman P.G Council/ PS to Vice Chancellor, Khallikote University, Berhampur.

Law
23/10/19
Registrar

Signature of the firm
With date & seal



**KHALLIKOTE UNIVERSITY
BERHAMPUR**

Letter No. _____

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Registrar

KHALLIKOTE UNIVERSITY

TENDER DOCUMENT

For providing services of Data Entry Operator, Multi Purpose worker, Security Guard (Male/Female), Utility Worker, Sweeper to Khallikote University by a Registered Manpower Service Provider

- (a) Period of issue of Tender Document : From 11.00 Hrs of Dt. 23.10.2019 to 14.00 Hrs of Dt. 30.10.2019
- (b) Last Date and time for receipt of Tender Document : 14.00 Hrs of Dt. 30.10.2019
- (c) Date and time for opening of bid :
- (i) Technical Bids : 15.00 Hrs of Dt 30.10.2019
- (ii) Financial Bids of eligible Bidders : 16.30 Hrs of Dt.30.10.2019
- (d) Likely date/ month for commencement of Deployment of required manpower : 01st November, 2019.

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SCOPE OF WORK & GENERAL INSTRUCTIONS FOR BIDDERS

1. The Khallikote University, Berhampur requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of the following Manpower on contract basis.

Sl. No.	Type of Manpower	No. of Manpower required
1	Data Entry Operator	Subject to requirement from time to time.
2	Multi Purpose Worker	
3	Utility Worker	
4	Sweeper	
5	Security Guard (Male/ Female)	

2. The contract for providing the aforesaid manpower is likely to commence from the date of agreement and may continue till completion of one year from the date of agreement. The period of the contract may be extended further period provided the requirement of manpower persists at that time or can be curtailed / terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirement of University. The Khallikote University, however, reserves right to terminate this initial contract at any time after giving one calendar month's notice to the selected Service Provider.
3. The interested Manpower Service Providers should submit the tender document complete in all respects along with **Bid Cost (non-refundable) of Rs. 500/-** (Five hundred only) in shape of DD and **Earnest Money Deposit (EMD) Rs.10,000/-** (Ten thousand) in shape of Term Deposit/ DD/ NSC and other requisite documents by 30.10.2019 upto 2.00 PM to the Registrar, Khallikote University, Berhampur now at G-Max Building, Konishi -760008. **through Regd. Post / Speed Post/ By hand.** The authority shall not be held responsible for any postal delay.
4. The authority reserves the right to accept or reject any or all the Tenders / Bids and approves/ accepts any tender / bid without assigning any reason thereof.
5. 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 Khallikote University**" and "**Financial Bid for Providing Manpower Services to Khallikote University**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Khallikote University, Berhampur now at G-Max Building, Konishi- 760008**".
6. The Bid cost (non-refundable) of **Rs. 500/- (Rupees Five hundred only)** in shape of DD in favour of Registrar, Khallikote University payable at Berhampur and Earnest Money Deposit (EMD) of **Rs.10,000/- (Rupees Ten Thousand only)**, refundable

(without interest), should be necessarily accompanied with the Technical Bid of the manpower service provider in the form of Term Deposit/ NSC/ Demand Draft drawn in favour of the Registrar, Khallikote University **failing which the tender shall be rejected** summarily.

7. The successful tenderer will have to deposit a **Security Deposit of Rs.20,000/- (Rupees Twenty Thousand Only)** in the form of Bank Guarantee / FDR from any Nationalized or Scheduled Bank drawn in favour of **Registrar, Khallikote University, Berhampur** covering the period of contract along with required documents as per technical required documents list attached. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

The conditional bids shall not be considered and will be out rightly rejected in very first instance.

8. The Competent Authority of the Khallikote University reserves the right to reject any proposal which is not substantially responsive.
9. The Bid Security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) If the bidder conceals or misrepresents or submits any false information/document in the bid;
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
11. The Technical bids shall be opened on the scheduled date and time at 15.00 Hrs. on 30.10.2019, in the office room of Registrar, Khallikote University, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The Financial Bid of only those bidders will be opened whose Technical bids are found in order at 16.30Hrs on 30.10.2019.
13. The Bid which looks infeasible, Khallikote University reserves the right to reject the specific bid.
14. The Competent Authority of the Khallikote University reserves the right to accept or reject all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should fulfill the following Technical Specifications:
 - (a) The registered office or one of the branch offices of the Manpower Service Provider should be located within the Jurisdiction of Berhampur.
 - (b) They should attach copy of Labour license.
 - (c) They should have ISO 9001:2015 certificate.
 - (d) They should be registered with the appropriate registration authority;
 - (e) They should have at least two year's experience in providing Manpower to Government Departments, Public Sector Undertaking / Banks, etc.
 - (f) They should have their own Bank Account; Certified extracts of the Bank Account containing transactions during last two years.
 - (g) They should be registered with Income Tax (IT) and Goods & Service Tax(GST) Departments; Copy of PAN and GST registration certificate should to attach.
 - (h) They should submit IT return filing proof for the last three financial years. (2016-17, 2017-18, 2018-19).
 - (i) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (j) They should have any other regulatory clearance (to be specified by the Khallikote University authority) that may be required for providing Manpower Services.
 - (k) Certificate of declaration regarding blacklisting or otherwise.
 - (l) Minimum turnover requirement must be at least Rs. 50.00 lakhs or more per annum.

Note: All the above documents are mandatory, Non-compliance of any of the above instructions may lead to disqualification of bid for participation in the tendering process. Bids submitted in the manner other than as prescribed shall be rejected. The Bids also submitted by fax, by e-mail etc., shall be summarily rejected.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
KHALLIKOTE UNIVERSITY, BERHAMPUR**

Category	Eligibility/ Qualification
Data Entry Operator	Graduate in Any Stream having PGDCA from Recognised University/ Reputed Institute or 'O' Level under DOEACC, Govt. of India. Should have typing speed 40 words per minute in English and 25 words per minute in Odia and having well conversant with MS-Office, Excel and Internet, Tally etc.
Multi Purpose Worker	Matriculation with well reading and writing skill of English & Oriya
Security Guard(Male/Female)	8 th class pass with reading and writing skill of English & Oriya
Utility Worker	Matriculation with well reading and writing skill of English & Oriya
Sweeper	5 th class pass with reading and writing skill of Oriya

APPLICATION – TECHNICAL BID

For Providing Manpower Services to Khallikote University.

1. Name of Tendering Manpower Service Provider :

2. Details Bid cost and Earnest Money Deposit :
3. Name of Proprietor / Partner/ Director :

4. Full Address of Registered Office :

Telephone No : _____
E-Mail Address : _____
5. Full address of Operating / Branch Office :

Telephone No. : _____
E- Mail Address : _____
6. Name & Telephone No. of Authorized Officer /Person to liaise with Field Office (s) :

7. Banker of the Manpower Service Provider :
(Attach certified copy of statement of A/C for the last Two years)
8. PAN No. :
(Attach attested copy)
9. GST Registration No. :

(Attach attested copy)

10. E.P.F. Registration No. :
(Attach attested copy)

11. E.S.I. Registration No. :
(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 2 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2016-17		
2017-18		

13. Additional information, if any :

(Attach separate sheet if space provided is insufficient)

14. Give details of the Major similar contracts handled by the tendering Manpower Service Provider during the last two years in the following format

(If the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of Client, Address, Telephone & Fax No.	Manpower Services Provided		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of Manpower Provided	No.		From	To

15. Additional Information, if any :
(Attach separate sheet, if required)

Signature of Authorized Person
Name :
Seal :

Date :
Place :

DECLARATION

1. I, _____ Son /
Daughter / Wife of Shri
_____ Proprietor / Director
/ Authorised 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.

Signature of Authorized Person

Full Name :

Seal :

Date :

Place:

APPLICATION – FINANCIAL BID

For Providing Manpower Service to Khallikote University.

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.

SL. NO.	Manpower Type	Remuneration including employees ESI & EPF	Other statutory dues if any	Service Charge	G.S.T.	TOTAL Per Person/Per month
1						
2						
3	Data Entry Operator	8750.00				
4	Multipurpose Worker	Per day Wages				
5	Security Guard (M/F)	Per day wages				
6	Utility Worker	Per day wages				
7	Sweeper	Per day wages				

Date :
Place:

Signature of Authorized Person
Full Name :
Seal :

Notes :

1. The bidders are required to quote their rate as per **Remuneration including ESI & EPF** mentioned in the above for each category in accordance with Finance department, Govt. of Odisha Circular No.28090 dtd 22.09.2017.
2. Quoting less than the minimum rate prescribed by Government of Odisha shall be summarily rejected.
3. Minimum Service charge should not less than 2% of the take home remuneration as it is observed that to compensate the profit, cuts are taken from the salary of outsourced personnels.
4. 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.
5. 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 and the statutory dues deposit certificate from the ESI/EPF Authority on deposit of statutory fees.

Signature of the firm
With date & seal

TERMS & CONDITIONS (GENERAL)

1. The Agreement shall commence from _____ (date) and shall continue till _____ (date) unless it is curtailed or terminated by the Authority for deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire after one year from the date of execution of the agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
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 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 University Authority while submitting the tender 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 breach of terms of Agreement making it liable for action besides termination of the Agreement.
6. The University Authority reserves the right to terminate the Agreement during initial period also after giving one calendar month notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for the work, time specified by Registrar or such other Officer as may have been kept in charge of the Office Establishment of the Khallikote University and may also be required to work beyond the scheduled time period for which he would not be paid any extra remuneration.
8. The Manpower Service Provider shall nominate University Authority a coordinator who shall be responsible for immediate interaction with the University Authority so that optimal service of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of Manpower Service deployed in the Khallikote University shall be that of the Manpower Service Provider and the Khallikote University 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 adduce such evidence as may be required by the Khallikote University.

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 the Khallikote University.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Khallikote University shall, in no way, be responsible for settlement of such issues whatsoever.

12. Khallikote University shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

16. The 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 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 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 be the responsibility of the Manpower Service Provider.

18. The Manpower Service Provider shall be responsible for contributions towards EPF and Employees State Insurance as per prevalent rules. Such employers contribution towards EPF and ESI for outsourced personnel will be reimbursed by the University over and above the amount of consolidated remuneration subject to submission of satisfactory proof of such contribution by the service provider.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The Persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Khallikote University. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. 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.

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to specified remunerations payable to different types of worker in respect of the persons deployed by it in the Khallikote University. The University concerned shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Khallikote University to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to Khallikote University.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Khallikote University or any other authority under law.

25. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided by the Khallikote University.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Khallikote University will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

27. 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 Khallikote University will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. **If any loss or damage is caused to the**

Khallikote University by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with Bid Cost (non-refundable) and Earnest Money Deposit (EMD), refundable without interest in the form of Term Deposit/ NSC or Demand Draft drawn in favour of Registrar, Khallikote University **failing which the tender shall be rejected out rightly.**

29. 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 refunded 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 of placing the order the EMD shall stand forfeited without giving any further notice.**

30. The successful tenderer will have to deposit amount **Rs. 20,000/- (Twenty Thousand) as Security Deposit** in the form of Bank Guarantee / Fixed Deposit Receipt (FDR) duly pledged to the Registrar, Khallikote University, covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee / FDR will have to accordingly renewed by the successful tenderer.

31. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to the forfeited besides annulment of the Agreement.

32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Khallikote University in respect of the persons deployed and submitted the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

33. The claims in bills regarding Employees State Insurance (ESI), Employees Provident Fund (EPF), and Goods & Service Tax etc. should be necessary 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 Khallikote University.

34. 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 the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

35. The University 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 same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority of controlling officer for his decision and the same shall be binding on all parties.

37. 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.

38. The successful bidder will enter into an agreement with Khallikote University for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application-Technical Bid.
2. Attested copy of Registration of Agency.
3. Attested copy of Labour License.
4. Attested copy of ISO 9001:2015 certificate.
5. Certified copy of the statement of Bank Account of agency for last two Years.
6. Attested copy of PAN Card:
7. Attested Copy of the last 3 years IT Return filed by Agency.(2016-17,2017-18 & 2018-19)
8. Attested Copy of Goods & Service Tax Registration Certificate.
9. Attested Copy of the E.P.F Registration Certificate.
10. Attested Copy of the E.S.I Registration Certificate:
11. Certified Documents in the support of the Financial Turnover of the Agency;
- 12. Copy of the terms and conditions at pages.....in tender**

Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Note: All the above documents are mandatory; Non-compliance of any of the above instructions may lead to disqualification of bid for participation in the tendering process. Bids submitted in the manner other than as prescribed shall be rejected. The Bids also submitted by fax, by e-mail etc., shall be summarily rejected.

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

1. List of Manpower Shortlisted by agency for deployment in Khallikote University containing full details i.e. date of Birth, Marital Status, address, Educational Qualification etc.
2. Bio-Data of all persons.
3. Any other document considered relevant.