



OFFICE OF THE REGISTRAR
KHALLIKOTE UNITARY UNIVERSITY, BERHAMPUR
PIN CODE- 760 001, GANJAM, ODISHA

E-mail: registrar@kuu.ac.in

Website: <https://kuu.ac.in/>

No: 1268

Date: 12/06/2024

TENDER CALL NOTICE

Sealed tenders are invited under two parts i.e. (i) Technical bid and (ii) Financial bid from intending reputed and experienced manpower service providing Agencies /Firms for engaging of different categories of manpower for **Khallikote Unitary University, Berhampur, Ganjam.**

The bidders are required to submit technical and financial bids separately. The bids in sealed **Cover-I** containing "**Technical bid**" and **Cover-II** containing "**Financial bid**" should be placed in a **third** sealed cover **super scribed** "**Tender for providing Manpower services to Khallikote Unitary University, Berhampur**" and it must reach the undersigned on or before **26.06.2024** by **5.00 PM** through **Registered /Speed Post only.**

Sl no.	Bidding schedule	Dateline
1	Last date for receiving of bid	26.06.2024 by 5.00 PM
2	Opening of technical bid	27.06.2024, 11.00 AM
3	Opening of financial bid	27.06.2024 (after finalization of technical bid)

The detail contents of the tender like terms and conditions, application forms, copy of documents to be attached etc. are enclosed separately.

12.6.2024
Registrar,

Khallikote Unitary University,
Berhampur.

Memo No. 1269/ Dt. 12.06.2024

Copy forwarded for information and necessary action to:

1. PA to Collector, Ganjam/ PA to Commissioner, BeMC, Berhampur with a request to display in the notice board for wide circulation.
2. District Labour Officer, Ganjam
3. OIC, Website with a request to upload the Notice in the University Website.
4. University Notice Board

Copy forwarded for information of PG Council Office/ Comptroller of Finance/ PA to Vice-Chancellor/ PA to Registrar.

12.6.2024
Registrar,

Khallikote Unitary University,
Berhampur.

CONTENTS OF TENDER DOCUMENT

Sl No.	Description of Contents	Page Number
1	Scope of work and general Instruction for service bidders	
2	Bid submission Checklist	
3	Documents to be provided with the Technical Bid and documents to be submitted by the successful agency before deployment of manpower	
4	Technical requirements for the tendering manpower service provider.	
5	Application for technical Bid	
6	Form-T1	
7	Undertaking for non-blacklist: Form- T2	
8	Undertaking for non-pending of any judicial proceedings: Form- T3	
9	Declaration: Form- T4	
10	Application for Financial Bid	
11	Form-F1 (Administrative Charge)	
12	Detailed Terms and Condition	
13	Letter of Authorization for attending the bid opening	

SECTION-I

Instruction to Bidders

General Information:

1. Khallikote Unitary University, Berhampur requires the service of reputed, well established, financially sound and registered Service Providers to provide different categories (High-skilled, skilled, semi-skilled and unskilled) of disciplined manpower as per the requirement.
2. Sealed tenders are invited under two bid system from reputed manpower agencies/service providers to provide the services of about 30nos. of different categories of manpower (peon, watchman, sweeper including sanitary sweeper, office attendant, caretaker, matron and PET for a period of one year w.e.f. the date of execution of agreement which can be extended subject to satisfactory performance of the Agency and mutual agreement on yearly basis (Other terms & conditions will remain unchanged). The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service provider.
3. Bidders are required to submit the technical & financial bids separately. The bids in **sealed cover-I** containing '**Technical Bid**' and **sealed cover-II** containing '**Financial Bid**' should be placed in a **third** sealed cover **super- scribed "Tender for providing Manpower services to Khallikote Unitary University, Berhampur"** and it must reach the undersigned on or before **26.06.2024 by 5.00 PM** through **Registered /Speed Post** only.
4. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.
5. This Office has tentative requirement of **30nos.** of Un-skilled/ Semi-skilled/ Skilled/ High-skilled Manpower including engagement of PET. The requirement may increase/decrease in any/ all the categories.
6. **The estimated cost of the contract for Manpower service is approximately Rs.5,00,000/- per month (including Statutory deposits) as per the presently prevailing minimum wage. The estimated cost of the contract may vary at the time of finalization of the tender depending upon the rate of minimum wage prevailing at that time.**
7. **The interested Manpower Service Providers may submit the tender document**

complete in all respects along with Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand) only (3 % of contract value per month).

8. The EMD (refundable without interest), should necessarily be accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn at any nationalized bank in favour of "Comptroller of Finance, Khallikote Unitary University" payable at Central Bank of India, KK College campus branch failing which the tender shall be rejected summarily.
9. MSME/NSIC registered firms are exempted from EMD while applying for the bid. (They have to produce sufficient documents to that effect).
10. The successful Service Provider will have to deposit a Performance Security Deposit of Rs.50,000/-(Rupees Fifty Thousand) only, *(10% of the Contract Value per month)* in the form of Bank Guarantee from any Nationalised Bank drawn in favour of "Comptroller of Finance, Khallikote Unitary University" payable at Central Bank of India, KK College campus branch covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed.
11. Performance security deposit in the form of Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Bank Guarantee. The Performance security deposit (Bank Guarantee) shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.
12. The bidders are required to enclose photocopies of the list of documents under section **"DOCUMENTS TO BE PROVIDED WITH TECHNICAL BID"**, along with the Technical Bid, failing which their bids shall be out rightly rejected and will not be considered any further.
13. This is for information of all bidders that, any types of conditional bids shall not be considered in any case and will be out rightly rejected.
14. Bids received in E-mail/FAX will be summarily rejected. Late bid shall not be accepted.
15. All bids should be complete in all respect and entries in 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.

16. The Authorized Signatory shall submit the letter of authorization (in the prescribed format enclosed).
17. The Technical bids shall be opened on the scheduled date and time at Khallikote Unitary University, Berhampur in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
18. The Financial Bids of only those bidders will be opened whose Technical Bids are qualified.
19. The Competent Authority of the Khallikote Unitary University, Berhampur reserves the right to annul any or all bids without assigning any reasons thereof.
20. All the documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory.
21. The authority reserves the right to call for any document in original including the Bank Account to verify the authenticity of the documents.
22. The Manpower Service Provider will abide by all the Rules & Regulations issued by the Government from time to time and by the terms & conditions of the University. The Agency will also 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 the agency 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.

SI No.	Description of Contents	Page Number
Technical Bid (Original)		
1	Application for Technical Bid: Covering Letter in Bidders Letter Head	
2	Form-T1	
3	EMD	
4	Copy of Incorporation/Registration Certificate of the Bidder	
5	Copy of PAN	
6	Copy of GSTIN	
7	Copies of Income Tax Clearance Certificate for the last three Assessment years.	
8	Valid Address proof of the office (Copy of the Electricity Bill/Rent Agreement and copy of rent receipt).	
9	Up to date Pass Book Transaction for last three Financial Year	
10	Financial details of the bidder along with all the supportive documents such as audited balance Sheet for the last 3 years.	
11	Power of Attorney in favour of the person signing the bid on behalf of the bidder.	
12	List of completed/ on -going assignments of similar nature (Past experience details) along with the copies of work orders for the respective assignments from the authorities.	
13	Undertakings in stamp paper for not have been Black-listed by any Central/ State Govt./ Any Autonomous bodies during the recent past. (Form-T2)	
14	Undertaking for not having any police case pending against the bidder (Form-T3)	
15	Declaration (Form-T4)	
Financial Bid (Form-T4)		
16	Covering letter in Bidders Letter Head	
17	Duly filled in Financial Bid (Form-F1)	

It is to be ensured that:

1. All information has been submitted as per the prescribed format only.
2. Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with index page.
3. All pages of the proposal need to be sealed and signed by the authorized representative.

Authorized Signatory (in Full and initial): _____

Name and Designation with Date and Seal: _____

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Covering Letter
2. Original Demand Draft in support of EMD as applicable.
3. Attested copy of registration/ incorporation certificate of agency;
4. Certified copy of the statement of bank account of agency for the last three years;
5. Attested copy of PAN/GIR Card;
6. Attested copy of the latest IT Return filed by agency;
7. Attested copy of GST Registration Certificate;
8. Attested copy of E.P.F. Registration letter/certificate;
9. Attested copy of E.S.I. Registration letter/certificate;
10. Certificate documents in support of the financial turnover of the agency;
11. Copies of the Audited Balance Sheet for the last 3years.
12. Copies of the work orders from the previous organization for providing services during last 3 to 5 years.
13. Undertaking regarding non-blacklisting -**Refer Form T2**
14. undertaking for not having any police case pending against the bidder (on bidder's letter head)- **Refer Form T3**
15. Attested copy of Valid Labour License Certificate.
16. Declaration- **Refer Form T4**
17. Copy of MSME/NSIC registration certificate (if any).

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE ENGAGING MANPOWER

1. List of manpower short listed by agency for deployment in Khallikote Unitary University, Berhampur 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.
4. Antecedent verification from competent authority.

TECHNICAL REQUIREMENTS FOR THE TENDERING

MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfil the following technical specifications:

Sl No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid	Yes/No
1	The Bidder should be registered as firm/company as proprietorship/partnership/LLP or companies' trust/ society etc.	Certificate of Incorporation/ Registration	
2	<p>The Bidder should be registered under appropriate authority of the following:</p> <ul style="list-style-type: none"> • Registered under the Contract labour (Regulation and Abolition) Act,1970 • Registered under the Employees Provident Fund Act,1952 • Registered under the Employees State Insurance Act,1984 • Registered with Income Tax Department and GST. 	Certificate of Incorporation/ Registration	
3	The Bidder must have at least 3 to 5 years of experience in business [up to the last date of submission of bid) for providing similar type of services to Central / State Government / Autonomous bodies /agencies / Societies / corporate bodies. (However, higher experience will matter during final selection)	Copies of the work order from the previous authorities.	
4	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of the user Department/Office. Besides, if the Department/ Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field office(s).	Valid Address proof of the office (Copy of the Electricity Bill/Rent Agreement and copy of rent receipt).	

5	Must have its own bank account in any scheduled bank situated in Odisha	Copies of the Pass Book and transaction Statement for the last 3 years	
6	Application form	Form- T 1	
7	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 RFP	An undertaking to this effect to be furnished by the Bidder as per the prescribed format. (Form-T2)	
8	Must not have any pending judicial proceedings for any criminal offences against the Proprietor/ Director Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the Bidder as per the prescribed format. (Form-T3).	
9	Declaration by the Bidder.	An undertaking to this effect to be furnished by the Bidder as per the prescribed format. (Form-T4)	
10	Other Statutory Documents: copies of	<ul style="list-style-type: none"> (i) PAN (ii) GSTIN (iii) EPF & ESI Registration Certificate (iv) IT Return for the last 3 assessment year. 	

APPLICATION - TECHNICAL BID

(For Providing Manpower Services to Khallikote Unitary University, Berhampur)

[BIDDER LETTER HEAD)

COVERING LETTER

To

The Registrar

Khallikote Unitary University

Berhampur, Ganjam, Odisha-760 01

Sub: Tender to provide Misc. Manpower service to Khallikote Unitary University, Berhampur.

Sir,

I, the undersigned offer to participate in the tender process to provide manpower services in Khallikote Unitary University in accordance with your Tender Notice No.

_____ Dtd. _____ We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I do hereby declare that all the information and statement provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for **acceptance up to 90 days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid. I do hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender is violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory with Date and Seal

(Full signature)

Name and Designation_____

Address of the Bidder_____

FORM – T 1

1	Name of the Bidder	
2	Details of Bid Processing Fee AND Earnest Money Deposit: (Demand Draft Details)	DD No.
		Date:
		Amount (Rs)
		Drawn on Bank
3	Name of the Director/ Owner	
4	Full Address of Registered Office	Postal Address:
		Telephone No:
		FAX No.
		E-mail Address:
5	Name & telephone number of authorized person signing the bid	Name & Designation:
		Mobile Number:
6	Bank Details	Account Number:
		Bank Name:
		Bank and Branch:
		IFS Code:
7	PAN No. (Attach self-attested copy)	
8	GSTIN (Attach self-attested copy)	
9	EPF Registration No. (Attach self-attested copy)	
10	ESI Registration No. (Attach self-attested copy)	
11	Acceptance to all the terms & conditions of the tender (Yes/No)	
12	Power of Attorney/ Authorization letter for signing the bid documents	
13	Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid.	
14	Kindly mention the total number of pages in the tender document.	

15. Financial turnover of the tendering Manpower Service Provider for the **last 3 financial years**.

Financial Year	Amount (Rs)	Remarks, if any
FY 2023-24		
FY 2022-23		
FY 2021-22		

16. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

17. Give details of the major similar contracts handled by the tendering Misc. Manpower Service Provider during the last three 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 (in Rs)	Duration of contract	
		Type of Misc. Manpower provided	No.		From	To

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

FORM-T 2
UNDERTAKING

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting)

I, do hereby undertake that, our organization has never 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.

Yours faithfully,

Authorized Signatory with Date and Seal
(Full signature)

Name and Designation: _____

Address of the Bidder: _____

FORM-T 3
UNDERTAKING

(On the Bidder's Letter Head regarding not having any pending judicial proceedings in any criminal offences)

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

I/we further undertake that Proprietor / Partner / Persons to be deployed by our company have never been convicted in any offences in any Court in India. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours faithfully,

Authorized Signatory with Date and Seal
(Full signature)

Name and Designation: _____

Address of the Bidder: _____

FORM-T4
DECLARATION

(On the Bidder's Letter Head)

1. I, _____ Son/Daughter/Wife of
Shri

Proprietor/ partner/ Authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Yours faithfully,

Authorized Signatory with Date and Seal
(Full signature)

Name and Designation: _____

Address of the Bidder: _____

APPLICATION - FINANCIAL BID

(For Providing Manpower Services to Khallikote Unitary University, Berhampur)

(BIDDER LETTER HEAD)

COVERING LETTER

To

The Registrar

Khallikote Unitary University

Berhampur, Ganjam, Odisha-760 001

Sub: Tender to provide Misc. Manpower Service to Khallikote Unitary University, Berhampur.

Sir,

I, the undersigned, offer to provide the services Khallikote Unitary University, Berhampur in accordance with your Tender No. _____ dated _____. Our attached financial price is (Insert amount(s) in words and figures) for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender documents.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the **proposal of 90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal

(Full signature)

Name and Designation: _____

Address of the Bidder: _____

FORM -F1
[Administrative Charge]

1. Name of tending Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

SI No .	Manpower Type	Wages	EP F	ES I	Service Charges (i.e, profit of the agency) (in Rs)	Total	CGS T (9%) on (5) (in Rs)	SGS T (9%) on (5) (in Rs)	Grand Total
		(1)	(2)	(3)	(4)	(5)=(1+2+3+4)	(6)	(7)	(8)=(5+6+7)
1	Un-Skilled								
2	Semi-Skilled								
3	Skilled								
4	High-skilled								

Notes:

1. The total quoted 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 wages shall not be less than the minimum daily wages approved by the Govt of Odisha, Labour and ESI Department. Violating this at any stage will lead to rejection of tender or termination of service.

3. In case of Total remuneration of two or more agencies / firms / companies etc. remains the same, the selection will be made in favour of the agencies/ firms / companies etc in terms of having (i) Higher Turnover, (ii) Higher net profit as per IT returns and (iii) more experience in providing service of Similar Scale.

4. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each person. The ESI & EPF dues of the employees along with the GST deposited by the manpower service provider will be submitted every month with the bills by 1st week of every month or else the service charge in the monthly bill will be held up for the payment.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

DETAILED TERMS & CONDITIONS

1. The contract for providing the aforesaid manpower is likely to a **maximum period of one year**. However, it may be further extended (if required) beyond completion of one year provided the requirement of Khallikote Unitary University for manpower persists at that time or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements. Khallikote Unitary University, however, reserves all the right to terminate the contract at any time after giving 30 days' notice to the selected Service provider without assigning any reason thereof.
2. The Misc. Manpower Service Provider shall not be allowed to transfer 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.
3. The Khallikote Unitary University, at present has tentative requirement of **30 nos.** of different categories of workers like **Watchman, Sweeper including sanitary sweeper, Peon, office attendant, caretaker, Matron, Gardener, PET etc. on urgent basis**. The requirement may further increase or decrease and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
4. The Misc. 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.
5. The Authority reserves all the right to terminate the contract of the Agreement at any time after giving 30 days' notice to the Manpower Service Provider without assigning any reason thereof.
6. The persons deployed shall be required to report for work before the office of the Registrar and they may be attached in different sections of the University and would leave as per the time fixed and **may also require to work beyond the fixed time in case of exigency for which he would not be paid any extra wages**. In case, the person deployed remains absent on a particular day or comes late/ leaves early proportionate **deduction from the wages for one day** will be made.
7. The person deployed may be called on holidays to attend duty **and shall be paid extra remuneration as per rates approved by this office** on attending such duty.
8. The Manpower Service Provider **shall nominate a coordinator** who shall be responsible for immediate interaction with the Office so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the University concerned shall 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 University concerned.

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 the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons 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 Department of Office concerned and an Authorized representative of the Manpower Service provider.

13. The Office 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.

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

15. 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.

16. The Manpower Service Provider must be registered with the concerned Government 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 is any, at his own part and cost.

17. The Misc. 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 Misc. Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

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

19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

FINANCIAL

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs15,000/- [**3% of the contract value**] (Refundable without interest) in the form of Demand Draft drawn at any Nationalised Bank in favour of "**Comptroller of Finance, Khallikote Unitary University**" payable at **Central Bank of India, KK College Campus branch** failing which the tender shall be rejected out rightly.

2. 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 immediately 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.
3. MSME/NSIC registered firms are exempted from EMD submission while applying for the bid.
4. The successful tenderer will have to deposit a Performance Security Deposit amount of Rs.50,000/-(Rupees Fifty Thousand) only (10% of the contract value of one month) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of "Comptroller of Finance, Khallikote Unitary University", covering 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 bidder.
5. 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.
7. The Misc. Manpower Service **Provider shall raise the bill, in triplicate**, along with attendance sheet duly verified by the Office concerned in respect of the persons deployed and submits the same to the competent authority (as prescribed by the authority). As far as possible the payment will be released within one week of the receipt of the bill.
8. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the bill of the concerned 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 Office concerned.
9. 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 service charge in the monthly bill in the succeeding month.
10. 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.
11. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the **next higher authority or controlling officer** for his decision and the same shall be binding on all parties.
12. The selected party will execute an agreement with Khallikote Unitary University, Berhampur on non-judicial **stamp paper of Rs.100/- for** a period of one (01) year, in the prescribed format (to be provided later). The cost of the stamp paper is to be borne by the selected party itself.

LEGAL

1. 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.

2. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Department or office concerned. The office concerned shall have no liability in this regard.

3. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the University concerned 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 the University concerned.

4. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

5. 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 office concerned.

6. In case, the Misc. Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office concerned is put to any loss/ obligation, monetary or otherwise, the office concerned 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.

7. 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 Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the office concerned by the persons deployed, the same shall **be recovered from the unpaid bills or adjusted from the performance Security Deposit**.

8. **Dispute Resolution and jurisdiction:** Any dispute between the parties arising out of or in relation to the validity, interpretation, implementation or alleged breach of any of the provisions including financial aspect of this agreement during its existence shall be resolved amicably by the parties. In case of failures to resolve the disputes, this may be directed to the jurisdiction of the **District Court, Berhampur**.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(BIDDER LETTER HEAD)

To

The Registrar,

Khallikote Unitary University,

Berhampur, Ganjam, Odisha-760 001

Sub: **Authorization for attending tender bid opening.**

Ref. No. Tender no. _____ Date. _____

Dear Sir,

In inviting kind reference to the subject mentioned above, following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of M/s _____

(Name of the Firm).

Sl No.

Name

Signature

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are to be opened may be refused in case authorization as prescribed above is not produced.