

ODISHA STATE OPEN UNIVERSITY
G.M. University Campus, Budharaja, Sambalpur

Notice No. OSOU/2018/830

Date-12.09.18

TENDER CALL NOTICE

Sealed tenders are invited from reputed Manpower Supplying & Security service providing agencies for providing Stenographer, Data Entry operators, Attendants, Sweeper, Driver, Security Guards and other support staffs for University Headquarters & Other Regional Centers.

Tender Documents with General Information for applying are available in the University website www.osou.ac.in . The last date of submission of Tender is 3rd October 2018. Technical bids of tenders will be opened on 04th October 2018.


REGISTRAR
OSOU, Sambalpur

Copy to University Notice Board /University website/ I&PR for wider circulation.

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TENDER DOCUMENT

IMPOORTANT INFORMATIO TO THE BIDDER

- a) Availability of tender document : Website: www.osou.ac.in, Office of the Registrar, OSOU , Sambalpur
- b) Date of issue of tender document : From 12.09.2018 to 3.00 p.m. of 03.10.2018 (during office hours, except Sunday and holiday)
- c) Date and time for submission of the tender documents : Up to 5.00 p.m. of 03.10.2018
- d) Date and time of opening of tender : 04.10.2018 at 12.30. p.m.
- e) Venue : OSOU, G.M. University Campus, Budharaja, Sambalpur
- f) Likely date for commencement of deployment of required manpower : 01.11.2018

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDER

- 1) The Odisha state open university (OSOU) requires the services of reputed well established and financially sound manpower service providers to provide services of **Data Entry Operators (DEOs), Attendants, sweeper, and Security Guards** on outsourcing basis for day to day official work.
- 2) The contract of providing the aforesaid manpower is likely to commence from **01.11.2018 and would continue till 31.10.2019**. The period of the contract may be further extended beyond **31.10.2019** provided that the requirement of the Registrar, OSOU, Sambalpur/Bhubaneswar for manpower persists at that time or may be curtailed / terminated before 31.10.2019 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider **OR** because of change in the Registrar, OSOU requirements. The Registrar, OSOU, however, reserves the right to terminate this initial contract at any time after giving 15 days notice to the selected service provider.
- 3) Registrar, OSOU, Sambalpur has tentative requirement of 2 nos. of stenographers & 4 nos. of DEO, 04 (seven) nos. of attendants, 02 nos. of Sweepers, and 03 (three) nos. of Security guards on round the clock basis and One driver . The total requirement may increase / decrease.
- 4) The interested manpower service providers may submit the tender document complete in all respects along with requisite documents on or before **03.10.2018 up to 5.00 p.m.** addressed to Registrar, Odisha State Open University, G.M. University Campus, Budharaja, Sambalpur-768004 **by registered post/ speed post/ courier only**. OSOU is not responsible for any postal delay.
- 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 OSOU**” & “**Financial Bid for Providing Manpower Services to OSOU**”. Both sealed envelopes should be **services to OSOU**. The tender should be addressed to Registrar, Odisha State Open University, Sambalpur, G.M. University Campus, Budharaja, Sambalpur – 768004.
- 6) Earnest money deposit (EMD) : The bidder shall have to furnish EMD of Rs. 1,00,000/- (Rupees One lakh) only in shape of Demand Draft drawn in favour of Registrar, Odisha State Open University, payable at Sambalpur failing which the tender shall be rejected summarily. The instrument in original should be necessarily accompanied with the technical bid of the bidder.
- 7) The tendering manpower service providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/ our rightly rejected and will not be considered any further**.
 - a. Registration certificate of the applicant's organization.
 - b. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in Sambalpur/Bhubaneswar.
 - c. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/ PSU on similar work.
 - d. Copy of the bank pass book in the name of the organization along with bank statement containing transaction made during the financial year **2017-18**.
 - e. Copy of Pan/GST / GIR card.
 - f. Copy of the IT return filed for the last three financial years. i.e. 2015-16 , 2016-17 & 2017-18.

- g. Copy of service tax registration certificate (ST-02) & ST-03 return as on 31.12.2017.
- h. Copies of EPF and ESI registration certificates.
- i. Copies of EPF Electronic Challan Return (ECR) and remittance confirmation slip for the month of December-2017 & January – 2018.
- j. Copy of ESI return as on January – 2018 and e-challan of ESI for the month of December-2017 and January – 2018.
- k. Copy of valid contract labour license (R & A) Act, 1970.
- l. Copy of the audited statement of accounts (Balance Sheet, Profit and Loss A/c etc) showing minimum annual turnover of 30 lakhs **each** in the financial year (FY) 2015-16, 2016-17 and 2017-18.
- m. Copy of single contract on similar work worth Rs. 10.00 lakhs per annum for in FY 2015-16, 2016-17 and 2017-18.
- n. Copy of the Licence to engage in the business of private security agency issued by home department, Govt. of Odisha only in case of Security Guards.
- o. Money receipt towards purchase of tender paper directly from finance section OSOU. DD amounting to Rs. 500.00 in case of Tender Document down loaded from website.
- p. Tender document duly signed and sealed by the authorized persons of the service provider in each page as a token of acceptance of all terms and condition of the bid.

The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

- 8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 9. All entries in the tender form should be legible and filled clearly. If the space of furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialized by the person authorized to sign the tender bids.
- 10. The technical bids shall be opened on the scheduled date and time at 12.30 p.m. on 04.10.2018 in the OSOU Headquarters at G.M. University Campus, Sambalpur representatives of the Manpower Service providers, if any, who wish to be present on the post at that time.
- 11. The Financial Bid of only those tenders will be opened whose technical bids are found in order. The date, time and place of opening of Financial Bid will be communicated after evaluation of Technical Bid.
- 12. The Registrar, OSOU reserves the right to cancel all or any of the bids without assigning any reasons thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING AMNPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill the following technical specification.
 - a. They should be registered with the appropriate registration authority.
 - b. The registered office or one of the branch offices of the manpower services providers should be located in Sambalpur/ Bhubaneswar.
 - c. They should have at least three years experience in providing manpower to State Government/ Central Government Departments/ PSU on similar work.
 - d. They should have their own bank account.
 - e. They should be registered with income tax and filed it-return of FY 2015-16, 2016-17 and 2017-18 . They should be registered with service tax department and obtained ST-3 Return up to 31.12.2017.
 - f. They should be registered with appropriate authorities under employees provident fund and obtained e-challan up to January-2018.
 - g. They should be registered with appropriate authorities under Employees Sate Insurance Acts and obtained return up to January 2018 and e-challan on ESI up to January, 2018.
 - h. They should have obtained valid contract Labour License [R & A] Act, 1970 any other regulatory clearance that may be required for providing manpower.
 - i. They should have minimum annual turnover of 30 lakhs each in the FY 2015-16, 2016-17 and 2017-18.
 - j. Execution of single contract on similar work worth Rs. 10 Lakh each in FY-2015-16, 2016-17 and 2017-18.
 - k. They should have possesses valid license to engage in the Business of Private Security Agency issued by the Home Department, Govt. of Odisha.

APPLICATION – TECHNICAL BID

For Providing Manpower Services, Odisha State Open University, Sambalpur

1. Name of Tendering Manpower Service Provider:.....
2. Details of Earnest Money Deposit: DD No.....Date
.....of Rs..... Drawn on bank
.....
3. Name of Proprietor / Partner/ Director:
.....
4. Full Address of Registered Office:
.....
Telephone No.....FaxNo.....
Email Address:
.....
5. Full Address of Operating / Branch Office:
.....
Telephone No.....FaxNo.....
Email Address:
.....
6. Name & Telephone No. of Authorized Officer/
Person to liaise with Filed Office (s):
.....
.....
7. Banker of manpower service provider (Attach certified copy of statement of A/c for the last three years):
.....
Telephone Number of Banker:-
.....
8. PAN/ GIR No. (Attach attested copy):.....
9. GST Registration No.(Attach attested copy):.....
10. Service Tax Registration No. (Attach attested copy):.....
11. E.P.F. Registration No. (Attach Attested copy):.....
12. E.S.I. Registration No. (Attach Attested copy):.....
13. Valid license issued by Home Department Govt. of Odisha
(Attach attested copy):.....
(Only in case of Security Guards).

14. Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years on similar contract

Financial Year	Amounts(in lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

14. Additional information, if any (Attach Separate Sheet if space provided is insufficient):
15. Give details of the major contracts handled by the tendering Manpower Service Provider during the last three i.e. 2015-16,2016-17,2017-18 in the following format.
(If space provided is insufficient, a Separate Sheet may be attached)

sl no	Name of Client, address, Telephone & Fax no.	Manpower Service Provided		Amount of contract (Rs. In Lakhs)	Duration of contract	
		Type of manpower provider	No		From	To

16. Additional information, if any (Attach Separate Sheet, if required).

Date:

Signature of Authorized Person with seal

Place

Name:

Seal:

Declaration

1. I
 Son/ Daughter /Wife of Shri

Proprietor/Director/ 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 understand all the terms and conditions of the tender and undertake to
 abide by them.
3. The information/ documents furnished along with the above application are true and authentic to
 the best of my knowledge and belief. I /We, am/are well aware of the fact that furnishing of any
 false information/ fabricated document would lead to rejection of my tender at any stage besides
 liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person with seal

Place

Name:

Seal:

APPLICATION- FINANCIAL BID

For Providing Manpower Services, Odisha State Open University, Sambalpur.

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

Sl.No	Manpower Type	Monthly Rate per Employee						
		Remuneration	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge	Service Tax	Total per person
1	Security Guard							
2	DEO							
3	Attendant							
4	Sweeper							
5	Stenographer							
	Driver							

* **N.B.** The Bidder has to quote the rate as per rate of remuneration mentioned in the above table.

Date:

Signature of Authorized Person with seal

Place

Name:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering in to the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. Tender of the Bidder quoted less remunerations than the remuneration mentioned above will be rejected.
4. EPF, ESI Service tax is to be calculated as per existing rules. Evaluation Committee of OSOU is authorized to make corrections in case of working calculation made by the bidder in respect of EPF, ESI Service tax rate while determining the lowest-01(L1) bidder. In this regard the decision of **Registrar, OSOU** is final and binding to all the bidder.

TERMS CONDITIONS

GENERAL

1. The Agreement shall commence from **01/11/2018** and shall continue till **31/10/2019** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of OSOU.
2. The Agreement shall automatically expire on **31/10/2019** 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/modification. For a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreements to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage. It would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the manpower service provider.
7. The person deployed shall be required to report for work at 10.00 AM and may also require to work beyond 5.00 PM for which he would not be **paid any extra remuneration**. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of Odisha State Open University, Sambalpur so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deploy in the Registrar, OSOU shall be that of the manpower service provider and Registrar, OSOU, Sambalpur concerned will in no way be liable. It will be the responsibility of the manpower service provider to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Registrar, OSOU, Sambalpur.
10. The payment of remuneration to the manpower has to be through a/c payee cheque /RTGS / NEFT transfer only. No cash payments can be made to them.
11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against Registrar, OSOU, Sambalpur.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Registrar, OSOU, Sambalpur shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their

grievance before a joint committee consisting of a representative of the Vice-Chancellor, OSOU, Sambalpur and authorized representative of the manpower service provider.

13. The Registrar, OSOU, Sambalpur 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, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall comply with all the legal requirements for obtaining license under contract labour (regulations and abolition) act, 1970 if any at his own part and cost.
18. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.
19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
20. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Registrar, OSOU, Sambalpur concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

LEGAL

21. The person 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 application laws besides, action for breach of contract.
22. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Registrar, OSOU, Sambalpur. The Registrar, OSOU, Sambalpur shall have no liabilities 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 Registrar, OSOU, Sambalpur to the concerned tax

collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the Registrar, OSOU, Sambalpur.

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 Registrar, OSOU, Sambalpur or any other Authority under law.
25. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the Registrar, OSOU, Sambalpur.

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

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

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

FINANCIAL

27. The technical bid should be accompanied with an earnest money deposit (EMD),refundable without interest, as per para-07 of Scope of work and general instructions to-the bidders in the form of demand draft drawn in favour of Officer on Special Duty, Odisha State Open University, payable at Sambalpur, **failing which the tender shall be rejected out rightly.**
28. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of place in the order, the EMD shall stand forfeited without giving any further notice.
29. The successful Tenderer will have to deposit a Performance security deposit of 5% of the contract value only in form of Bank gurantee/Bank draft/bankers cheque drawn in favour Registrar, OSOU

, Payable at Sambalpur. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenderers. In case of renewal, the amount of performance security deposit is to be determined by the Registrar, OSOU, Sambalpur taking in to account the contractual obligation of the manpower service provider.

30. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
31. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel , attendance sheet alongwith the bill (in triplicate) .There after it shall be **reimbursed** by OSOU verification.
32. The claim in bills regarding employees state insurance, provident fund, service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the State Vice-Chancellor, OSOU, Sambalpur.
33. The amount of penalty calculated @Rs.100/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by manpower service provider shall be deducted from its monthly bills in the succeeding month.
34. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
35. In case more than one bidder quote same service charges per manpower per month/ more than one bidder become L1 bidder then the following procedure shall be adopted to settle the dispute and to choose the L1 bidder:
 - a) The turnover of the bidding firms (only from manpower service providing business) are taken in to consideration, the bidding firm having high turnover shall be given more weightage over bidding firm having low turnover.
 - b) Experience in providing manpower on outsourcing basis in Govt. sector of the bidding firm shall be taken in to consideration. Firms having more experience in Govt. sector shall be given preference over firms having less experience.
 - c) Volume of Payment of statutory dues like EPF, ESI & Service Tax of bidding firms shall be taken into consideration for which bidding firms are required to furnish all the documentary evidence in support of their payment of statutory dues (EPF, ESI & Service Tax) of last 02(two) Financial Years i.e. F.Y-2016-17 & 2017-18.

36. 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/her decision and the same shall be binding on all parties.
37. The successful bidder will enter into an agreement with Registrar, OSOU, Sambalpur for supply of suitable and qualified manpower as per requirement of OSOU, Sambalpur on the above terms and condition.

SELF ATTESTED DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application -Technical Bid.
2. Documentary proof of the registered office or one of the branch offices of the ~ manpower service providers located in Sambalpur/Bhubaneswar.
3. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
4. Copy of the bank pass book in the name of the organization alongwith bank statement containing transactions made during the year 2017-18.
5. Copy of PAN /GIR card.
6. Copy of the IT return filed for the last three financial year .i.e., 2015-16, 2016-17 & 2017-18.)
7. Copy of Service Tax registration certificate (ST-02) & ST-03 return as on 31/12/2017.
8. Copies of EPF and ESI registration certificates.
9. Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of December-2017 & January-2018.
10. Copy of ESI return as on January-2018 and e-challan of ESI for the month of December-2017 & January-2018.
11. Copy of valid Contract Labour License (R & A) Act, 1970.
12. Copy of the Audited Statement of accounts (Balance Sheet .Profit & Loss A/C etc.) showing minimum annual turnover of Rs.30 lakhs each in the Financial Year (FY) 2015-16, 2016-17 & 2017-18.
13. Copy of single contract on similar work worth Rs.10.00 lakhs in FY 2015-16, 2016-17 & 2017-18.
14. Copy of the Licence to engage in the Business of Private Security Agency issued by Home Department, Govt. of Odisha in case of deployment of Security Guards.
15. EMD as mentioned in para-07 of the scope of work of the tender document in shape of Demand draft/Bankers cheque.
16. Money receipt towards purchase of tender paper directly from the office of Registrar, OSOU, Sambalpur DD amounting to Rs. 500/- in case of Tender Document downloaded from web site.
17. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.