

Registrar



FAKIR MOHAN UNIVERSITY

VYASA VIHAR, NUAPADHI- 756020

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No. Estt.(NT)-II-62/2022/ 199

Date: 7.1.2022

TENDER CALL NOTICE

Sealed Tenders are invited from reputed Manpower Providing Agencies having valid Labour Contract Registration/ GST Regd. Pan No. etc. to provide the services of different Ministerial, Technical & other Class-IV personnels to the University for a period of **three years from the month of Agreement** on contract basis to attend day to day official work of the University.

The Tender papers, Terms and Conditions and other related documents are available in the University Website – fmuniversity.nic.in. The interested Agencies may download the same from the University Website and submit sealed cover Tender papers along with required fees & documents in the office of the Registrar by **24.01.2022 at 5.00 PM** positively. The Sealed Cover Tenders shall be opened on **25.01.2022 at 11.30 AM** in the office chamber of the Registrar in presence of the Venders or their authorised representatives.


REGISTRAR

Memo No: 200

Date: 7.1.2022

Copy forwarded to Officer-in-Charge, University Website for information with request to upload the Tender documents in the University Website.


REGISTRAR

Memo No: 201

Date: 7.1.2022

Copy forwarded to Comptroller of Finance for information and necessary action.


REGISTRAR

FAKIR MOHAN UNIVERSITY, VYASA VIHAR, BALASORE
DATE OF ISSUE / LAST DATE OF TENDER DOCUMENT

For providing Services of different Ministerial, Technical & other Class-IV personnels to the F. M. University by a Private Manpower Service Provider.

(a) Period of issue of Tender Document	---	12.01.2022
(b) Last Date and time for submission of Tender Document	---	24.01.2022
(c) Date and time for opening of		
(i) Technical Bids	---	25.01.2022
(ii) Financial Bids of eligible Bidders	---	25.01.2022
(d) Likely date for commencement of deployment of required Manpowers	---	01.02.2022


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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. **Fakir Mohan University, Vyasa Vihar, Nuapadhi, Balasore, Pin-756089** requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of different Ministerial, technical & other Class-IV personnels on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from **01.02.2022** and would continue till 3 years from the date of agreement. The period of the contract may be further extended beyond three years provided the requirement of the University for manpower persists at that time or may be curtailed/ terminated before **31.01.2025**. owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the University's requirements. The University, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The interested Manpower Service Providers may submit the tender document complete in all respects along with Processing fees (Non-refundable) of Rs. 5,000/- (in the shape of Bank Draft from any nationalised bank) and Earnest Money Deposit (EMD) (Refundable without interest) of Rs. 25,000/- (in the shape of Bank Draft from any nationalised bank) drawn in favour of "**Fakir Mohan University Development Fund-II**" and other requisite documents **by Regd. Post or speed post only**. The tender documents must reach the undersigned latest by **24.01.2022 up to 5.00 PM** at Fakir Mohan University, Vyasa Vihar, Nuapadhi, Balasore, 756089. The tender papers received thereafter shall be summarily rejected.
4. 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 Fakir Mohan University" and "Financial Bid for Providing Manpower Services to Fakir Mohan University". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to Fakir Mohan University".
5. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of Fakir Mohan University Development Fund-II 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 tenderer.
6. The tendering Manpower Service providers are required to enclose photocopies of the documents (Self attested) as mentioned at page 6 & 17 of Tender Notice along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.



7. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
8. 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 cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
9. The Technical Bids shall be opened on the scheduled date and time on **25.01.2022 at 11.30 AM** in the office Chamber of the Registrar, Fakir Mohan University, Vyasa Vihar, Nuapadhi, Balasore in the presence of the Venders or their authorised representatives, if any, who wish to be present on the spot at that time.
10. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order, The Financial Bids shall be opened on **25.01.2022 at 3.00 PM** in the office chamber of Registrar, Fakir Mohan University, Vyasa Vihar, Nuapadhi, Balasore, in the presence of the Venders or their authorised representatives, if any, who wish to be present on the spot at that time.
11. The decision of the Tender Committee is final for selection of Bidder. The Competent Authority of Fakir Mohan University reserves the right to annul all bids without assigning any reason.


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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfil the following technical specifications and submit copy of proof / certificates along with Technical Bid:

- a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the University. The manpower service provider should provide the contact number of the said Field Office(s). (Copy of Registration Certificate)
- b) They should have at least three years' experience in providing manpower to Government Departments/Public Sector Companies/Banks/Universities, etc. However, the University reserves the right to reduce the years of experience. (Copy of Experience Certificate)
- c) The bidder must have an average annual turnover of minimum two crores.
- d) They should have their own Bank Account; (Copy to be attached) The bidder must be registered under Private Security (regulation & abolition) Act 2005 & Private Security Rules Odisha, 2009.
- e) They should be registered under GST Act; (GST Registration Certificate)
- f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. (EPF & ESI Certificate)
- g) They should be registered under Labour Act. (Copy to be attached).
- h) The bidder must be registered under 150-45001:20/80.
- i) Copy of PAN/GIR Card to be attached.
- j) Copy of IT Return filed for the last three financial years.
- k) Certified copy of balance sheet for last three years.
- l) An affidavit to the effect that no criminal case is pending with the police against the Firm/Company.
- m) Copy of solvency certificate issued by Revenue Deptt. Govt. of Odisha for not less than fifty lakhs in the name of the owner or organisation.
- n) An affidavit in a Judicial Stamp Paper to the effect that the firm is not blacklisted by state / Central Govt. or any other organisation.
- o) Non-refundable processing fees of Rs. 5000/- in shape of Bank Draft from any Nationalised Bank.
- p) Refundable EMD money of Rs. 25000/- in shape of Bank Draft from any Nationalised Bank


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TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE FAKIR MOHAN UNIVERSITY, VYASA VIHAR, NUAPADHI, BALASORE

1. She/he should be above 18 years of age and not exceeding 40 years. However, the entry age of the employees deployed by manpower service provider earlier in this University within the age limit prescribed shall be considered eligible.
2. The Minimum Educational Qualification for different posts are as follows.

I. System Manager	---	MCA
II. Project Engineer	---	Degree or Diploma in Civil Engineering
III. Asst.-cum-Data Entry Operator	---	Graduation with Computer knowledge
IV. Library Assistant & Professional Assistant	---	Graduation with Degree or Diploma in Library Science
V. Plumber & Electrician	---	+2 with ITI in respective trade
VI. Driver	---	7 th pass with vehicle Driving Licence
VII. Cook	---	Matriculation Preference will be given having certificate in "Food and Beverages / Hotel Management"
VIII. Peon, Sweeper & Security Guard	---	7 th pass


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APPLICATION - TECHNICAL BID
FOR PROVIDING MANPOWER SERVICES TO FAKIR MOHAN UNIVERSITY,
BALASORE

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

 Telephone No. : _____
 FAX 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 Three years)

8. Telephone Number Of _____
 Banker

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9. PAN / GIR No. _____
(Attach attested copy)

10. GST Registration No. _____
(Attach attested copy)

11. E.P.F. Registration No. _____
(Attach attested copy)

12. E.S.I. Registration No. _____
(Attach attested copy)

13. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2018-2019		
2019-2020		
2020-2021		

14. Additional information, if any:

15. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

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

Sr. 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

16. Additional information, if any
(Attach separate sheet, if required)

Date:

Place:

Signature of authorized person Name:

Seal:

DECLARATION

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;

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

Place:

Signature of authorized person Full Name:

Seal:



APPLICATION - FINANCIAL BID
FOR PROVIDING MANPOWER ASSISTANCE TO FAKIR MOHAN
UNIVERSITY, BALASORE

1. Name of tendering Manpower Service Provider:
2. Service Charges claimed per employee per month:
3. The person to be engaged are to release their remuneration as per Finance Deptt. Govt. of Odisha letter no. 30722 dt. 06.11.2021.
4. The manpower providing agency must be mandated to issue monthly pay slip in the prescribed format of Govt. of Odisha, Labour & ESI Deptt. mentioning deduction towards ESI, EPF etc. to the outsourced employees of the University.

Date:

Signature of authorized person Full Name:

Place:

Seal



Annexure-3

TERMS & CONDITIONS OF THE AGREEMENT**GENERAL**

1. The Agreement shall commence from **01.02.2022** and shall continue till **31.01.2025** 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 requirement.
2. The tender will be made as per the dates placed in Annexure-1.
3. The tender document format containing scope of work and general instructions for bidders, technical specifications for the Service Provider and the manpower to be deployed by the Service Provider, Tender application, Technical bid, Financial bid have been provided in Annexure-2.
4. Terms & conditions of agreement is placed in Annexure-3.
5. Experience in a similar capacity in a similar Institution will be given weightage. However, she/he will not be allowed to continue after attaining the age of 60 years.
6. The contract will be made with the manpower service provider agency on the basis of Service Charge claimed. However, the University Authority can seek clarification from the Bidder, submitting abnormally low bids. It must be a reasonable rate.
7. The Agreement shall automatically expire on **31.01.2025** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
8. 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.
9. 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 organisation by whatever name be called without the prior written consent of the Authority.
10. The 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.
11. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.

12. The persons deployed shall be required to report for work at 10.00 AM to the Officer in charge of the Office Establishment of the Office concerned and would leave at 5.30 P.M. and may also require to work beyond 5.30 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.
13. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the University so that optimal services of the persons deployed could be availed without any disruption.
14. The entire financial liability in respect of manpower services deployed in the University shall be that of the Manpower Service Provider and the University will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed.
15. 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 University.
16. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The University shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Wage Committee to be formed by the University as and when required.
17. The Manpower Service Provider shall provide a dedicated Contact No.(Telephone/Mobile) to the University Authority which should be open in office hours. So that the University Authority could contact the Agency as and when required.
18. The 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.
19. 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 current or after expiry of the Agreement.
20. 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.

21. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with University 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.
22. 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.
23. 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, wherever applicable.
24. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
25. 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 University. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

26. 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.
27. 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 University. The University shall have no liability in this regard.
28. 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 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.
29. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the University or any other authority under Law.



30. 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 University.

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

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

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

FINANCIAL

33. The successful tenderer will make payment of remuneration of pervious month of the outsourced employees and after that he will submit the bills along with other related documents to the University Authority for reimbursement.

34. The successful tenderer shall be decided on the basis of the lowest bid claimed towards Service Charges per employee in different catégories per month. However, in case of an abnormally Low Bid in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price, the University Authority can seek written clarification from the bidder including detail price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If after evaluating the price analyses, the University Authority determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the University Authority may reject the bid/proposal.

35. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest in the form of Demand Draft / Pay Order drawn in favour of F.M. University Development Fund-II failing which the tender shall be rejected out rightly.

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36. 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 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.
37. The successful tenderer will have to deposit a security amount of Rs. 50,000/- (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Registrar, F.M. University, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
38. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the University in respect of the persons deployed and submit 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.
39. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily 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 University.
40. 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.
41. 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.
42. 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.
43. The successful bidder will enter into an agreement with this University for supply of suitable and qualified manpower as per requirement of this University on the above terms and conditions.


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DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application — Technical Bid
2. Attested copy of registration of agency under Labour Act
3. Certified copy of the statement of bank account of agency for the last three years
4. Attested copy of PAN / GIR Card
5. Attested copy of the latest IT return filed by agency
6. Attested copy of GST registration certificate
7. Attested copy of the P.F. registration letter / certificate
8. Attested copy of the E.S.I. registration letter / certificate
9. Certified documents in support of the Financial turnover of the agency
10. Certified copy of the Experience Certificate
11. Certified copy of their own Bank Account
12. Copy of Registration under Private Security Act, 2005 & Private Security Rule, 2009
13. Copy of Registration under 150-45001:2018
14. Affidavit in support of No-Criminal case pending with the police against the firm
15. Copy of solvency certificate
16. Non-refundable processing fees of Rs. 5000/-
17. Refundable processing fees of Rs. 25000/-
18. Affidavit as the firm is not black listed.
19. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in 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.

