



BIJU PATNAIK UNIVERSITY OF TECHNOLOGY, ODISHA
Chhend, Rourkela-769015

TENDER CALL NOTICE
FOR MANPOWER SUPPLY

No.BPUT/RKL/24846

Dated: 29/12/2017

Biju Patnaik University of Technology, Odisha invites sealed tenders from registered and experienced manpower service providers for supply of different category of manpower to BPUT. Interested agencies having valid registration, labour license, GST registration and PAN etc. may apply in the prescribed tender document (two bid system) available on the website of BPUT. For detail, please visit www.bput.ac.in. Last date of receipt of tender is 27/01/2018 upto 02.00 PM. The BPUT Authority reserves the right to cancel the tender without assigning any reason thereof.

Registrar

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A. SCOPE OF WORK AND GENERAL INSTRUCTION TO BIDDERS:

Scope of the work.

1. The service provider shall provide different category of manpower mainly at the head office of BPUT at Chhend, Rourkela and if required, at any other place(s) in Odisha where the University functions through branch office/camp office/examination centre etc. The exact location of requirement will be decided by the University Authority.
2. The manpower to be provided as per the requirement specified in the latter part of this tender document.

Important information to the bidders

1.	Tender Notice No./Date	:	BPUT/RKL/24846 Date:29/12/2017
2	Period of contract	:	One Year
3	Last date and time for submission of tender.	:	27/01/2018 up to 02.00 pm
4	Date, Time, Venue of opening Technical Bid	:	27/01/2018 at 04.00 pm at Board Room of BPUT, Chhend, Rourkela
5	Date, Time, Venue of opening Financial Bid	:	29/01/2018 at 04.00 pm at Board Room of BPUT, Chhend, Rourkela
6	EMD (Refundable without interest)	:	Rs.50,000/- in shape of DD in favour of Biju Patnaik University of Technology, Odisha, payable at Rourkela
7	Security Deposit (Refundable without interest)	:	Rs.1,00,000/-
8	Tender Cost (Non Refundable)	:	Rs. 1,000/- in shape of DD in favour of Biju Patnaik University of Technology, Odisha, payable at Rourkela.

Tender/Bid Particulars

- (a) Sealed tenders (Two bid system) are invited from registered manpower supply agencies for deployment of different category of personnel for house keeping and official purpose for a period of **ONE YEAR** for office of BPUT at Rourkela and if required, at any other place(s) in Odisha where the University functions through branch office/camp office/examination centre etc.
- (b) Bidders are advised to go through the tender document carefully before submitting the tender form. It will be presumed that the bidder has considered and accepted all the terms and conditions of this tender. No enquiry, what so ever verbal or written shall be entertained in respect of acceptance/rejection of the tender. **BIDS MUST BE UNCONDITIONAL.**
- (c) The tender form is non-transferable.

Procedure for submission of bids

- (a) As this is a two bid system, the Technical Bid along with requisite documents should be packed in one sealed envelope which should be super scribed as **“Technical Bid”**. The Financial Bid should be in another sealed envelope super scribed as **“Financial Bid”**. These two separate sealed envelopes should be kept in a third single sealed envelope superscribed as **“Tender for supply of manpower to BPUT”**
- (b) The tender should be submitted by Speed or Regd.post addressing to **“ The Registrar, Biju Patnaik University Of Technology, Odisha, Kalinga Vihar, Chhend, Rourkela-769015”** which should reach by the scheduled date and time. Tenders received beyond the scheduled date and time will be summarily rejected. The bidder should mention his exact postal address on all envelopes in order to facilitate return of the bids, if necessary. Bids once submitted can not be withdrawn.

B. Technical specifications for the service provider and the manpower to be deployed by the service provider

Minimum technical requirement of the bidder

- (a) The Bidder should have valid registration number
- (b) The bidder should have valid Labour License/ Registration
- (c) The bidder should have its own Bank Account.
- (d) The bidder must not have been black listed and no criminal case should be pending with the police against the bidder.
- (e) The bidder should have experience of executing similar works in Govt./Educational organisations, Universities, PSUs, Banks etc. during last three years.
- (f) The bidder should have turnover not less than Rs.50.00 lakh in last three financial years each i.e., 2014-15, 2015-16 and 2016-17.
- (g) The bidder should have executed similar work through single contract worth not less than Rs.10.00 lakh in last three financial years each i.e., 2014-15, 2015-16 and 2016-17.

Technical Requirement/Eligibility of Manpower to be deployed.

Category 1 - The person should be able to cook and be able to read and write.

Category 2 - Unskilled labour for gardening and housekeeping.

Category 3 - Persons having Matriculation/10th or above qualification for official work.

Category 4 - The person should have minimum qualification of Matric/10th with ITI pass with minimum of 2 years of experience as Plumber / Electrician.

Category 5 -Graduates with PGDCA or above from a recognized university/Institute and well conversant with computers having a speed of minimum 400 characters per minute in English and essentially well trained in MS Office, Internet and LAN function with 1-2 years of experience for official work.

Category 6 - Junior Engineer (Civil), Junior Engineer (Electrical) with pass in Diploma in relevant discipline from recognised institute with experience.

Category 7 - Assistant (Audit Cell) with qualification of Chartered Accountancy (Inter) with relevant experience in accounting & computer

C. TECHNICAL BID

1	Tender No/ Date	:	BPUT/RKL/24846 Dated :29/12/2017			
2	Name and address of the Agency/Firm/Company	:				
3	Category - Company/Partnership/Proprietorship	:				
4	Contract No. Telephone No./Mobile No./email id etc.	:				
5	Name of the Managing Director/Managing Partner/Proprietor	:				
6	Valid Registration No of the Agency/firm/Company etc	:				
7	Permanent Account No.(PAN)	:				
8	GST Registration No.	:				
9	Details of Tender Cost	:	DD No.	Date	Bank	Amount
10	Details Of EMD	:	DD No.	Date	Bank	Amount

11. Financial Information of the bidder for the last 3 Financial Years.

Description	Financial Years		
	2014-15 (In Rs.)	2015-16 (In Rs.)	2016-17 (In Rs.)
Annual Turnover			
Total Current Assetes			
Current Liabilities			
Profit Before Tax			
Profit After Tax			

12. Details of Experience

Sr. No.	Name and address of the client organisation	Type of manpower provided	Period of Contract		Amount of Contract (in Rs.)
			From	To	

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 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 am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Bidder / authorized person

Date:

Name:

Place:

Seal:

D. FINANCIAL BID

Tender Notice No. BPUT/RKL/24846

Date: 29.12.2017

For providing Manpower to _____

Name of Bidder _____

Rate per person per month (8 hours per day) inclusive of all statutory liabilities except Service Tax/GST which may be claimed and paid extra.,

S N	Man-power Type	Category	Rate of wages per person per month(exclusive of EPF, ESI and other statutory dues, if any)	EPF contribution on wages		ESI contribution on wages		Other statutory dues, if any, on wages	Service Charges of the Service provider	Total Chargeable amount per person per month
				(*Employee share (12%)	Employer share (13.36%)	(*Employee share (1.75%)	Employer share (4.75%)			
1	Category 2	Unskilled								
2	Category 1	Semi skilled								
3	Category 3 & 4	Skilled								
4	Category 5, 6 & 7	High skilled								

(*). This amount to be deducted from the employee and to be deposited with respective dept i:e EPF & ESI along with employer's share.

Date
Place :

Signature of Bidder / authorized person
Name:
Seal:

Important Notes :

1. The wages shall not be less than the minimum daily wages approved by the Govt. of Odisha, violation of which at any stage, will lead to rejection of tender or termination of contract.
2. The total rates quoted by the bidder should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract except Service Tax/GST which may be claimed and paid extra..
3. The financial bids of those bidders will be opened, who qualify in the technical bid round.
4. The service charge should be more than the TDS(IT) amount. The bidder quoting service charge equivalent to or less than the TDS amount, will be rejected.
5. In case of service charges of two or more bidders remains the same, turnover will be taken into consideration for making selection.
6. In case of service charges & turnover remain same for two or more bidders, the selection will be made in favour of the Bidder/ Company in terms of having higher net profit (as per IT return).
7. The bidder /Company selected technically and quoted lesser service charges above the TDS amount will be given preference (Rounded upto 2nd decimal place).
8. 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 documents in support of deposit of E.S.I and E.P.F dues of the persons to be engaged along with the Service Tax/GST deposited by the service provider will be submitted every month along with the bills by 1st week of every month for the release of the bills.

E. Terms and Conditions

GENERAL

1. Bidders responding to this tender shall be deemed to be agreed to the terms and conditions herein contained. Tenders complying partly are liable to be rejected. Biju Patnaik University of Technology, Odisha Rourkela will process the tenders as per the standard procedures as followed by BPUT. In case any document/information furnished by the bidder is found to be false at any stage, it would be deemed to be breach of terms of agreement causing it liable for legal action besides termination of the contract.
2. The tender should be submitted in the prescribed **format** only
3. All the pages of the tender document, technical bid, financial bid, undertaking and supporting documents are required to be **signed** by the tenderer or the authorised representative on behalf of the tenderer along with the seal and date.
4. The tenderer should take care that no column in the tender should be left blank which would otherwise make the tender liable for rejection. If any column has to be left blank, it should be filled as "**NOT APPLICABLE**".
5. Any act or effort on the part of the tenderer to **influence** any body in the University is liable for rejection of the tender.
6. The tender document shall become part and parcel of the contract with the successful bidder. In no case, the agency shall engage any sub – contractor or **transfer** the contract to any other person/agency in any manner.
7. 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.
8. The tender not confirming to the requirement of this advertisement shall be rejected and no correspondence thereof shall be entertained.
9. No person in Government service/employee of the university should be **partner/member** of the agency or should have any interest with the business of the agency.
10. No additional claim for **enhancement of rate** will be entertained by the University during the contract period. However, enhancement of minimum rate of wages if any made by the Government during the contract period may be considered.
11. The personnel so deployed, shall be **maintained on rolls** and the agency shall pay their salaries, allowances etc., and deposit of EPF, ESI etc. with the concerned authorities. The persons deployed shall be required to report for work at 10.00 AM on all working days and also be required to work beyond 05.30 PM for which no extra remuneration will be paid. In case the person deployed remains absent on a particular day or comes late/leaves early on any occasion, proportionate deduction from the remuneration for one day will be made.
12. The service provider shall nominate a **coordinator** who shall be responsible for immediate interaction with the authorised officer of BPUT so that optimal services could be availed without any disruption.
13. The contract will be valid for **one year** and can be curtailed/extended by the University as per performance and need. Either party can terminate the contract with 30 days prior notice.
14. The University shall recognise **no employer-employee relationship** between the University and the personnel deployed by the agency and there will be no legal obligation on the part of the University to provide employment to any of the personnel of the agency. The personnel so deployed shall neither claim nor be

- entitled to pay, perks and other facilities admissible to regular /confirmed employees during the currency or after expiry of the contract.
15. Payment to the manpower has to be made through A/c payee cheques/RTGS/NEFT transfer only. **No cash payment** can be made to them.
 16. The service provider shall be solely responsible for redressal of **grievances** or resolution of disputes relating to the persons deployed. The University authority in no way be responsible for settlement of such issues whatsoever. In case any grievance is not attended to by the service provider, the aggrieved person can place his grievance before a joint committee consisting of a representatives of both the parties.
 17. The 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 cause. The payment in respect of the overlapping period of the substitute shall be responsibility of the Service Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 18. The number of personnel may be changed by the University as per requirement. The selected agency shall provide to the University **detail information** along with photograph of the personnel engaged. Any change should be intimated to the University within fifteen days.
 19. The agency will submit a **police clearance certificate** that no criminal record has been registered against the personnel engaged.
 20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the University. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 21. In case of any **negligence** noticed in the activities of the personnel and any loss caused due to negligence, the security deposit will be adjusted against the said loss and the agency shall be asked to recoup the amount of deposit. In case of non-compliance, of the above, the contract will be terminated without any notice.
 22. 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 Vice Chancellor, BPUT, Odisha, Rourkela for his decision and the same shall be final and binding.

LEGAL

23. The persons deployed may, during the course of their work be privy to certain classified documents and information which they are not supposed to divulge to third parties. In view of this, they may be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person deployed liable for penal action under the appropriate laws besides, action for breach of contract.
24. The Service Provider shall be responsible for **compliance** of all statutory provisions relating to minimum wages payable to persons deployed by it in BPUT and adduce such evidence to the University every month prior to payment towards remuneration of the personnel.
25. The agency shall be solely responsible for **compliance** to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to

them and the University shall not be liable to bear any expense in this regard.

26. The Service Provider shall also be liable for depositing all taxes, levies, cess, deductions etc. on account of service rendered by it to BPUT, Rourkela to the concerned tax collection authorities/offices, from time to time, as per the rules and regulations in the matter. Attested xerox copies of such documents may be required to be furnished to the University.
27. The service provider shall maintain all statutory registers under the law and shall produce the same on demand to the University authority or any other authority under law.
28. The Agency shall make payment of wages of a month to personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the University for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
29. In case, the agency 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 Authority of BPUT 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.
30. **The EMD/security deposit may be forfeited in the following conditions.**
 - a) If at any stage, any of the information or declaration given by the bidder, is found false or incorrect.
 - b) In case of lapse / default in honouring the terms and conditions at any time after submitting the tender.
 - c) In case of final selection of the bidder, if it fails to enter into the contract or fails to deposit the security money (balance amount)/ provide the personnel as per requirement in accordance with the terms and conditions of the tender.

FINANCIAL

31. Total **security deposit** as mentioned above has to be deposited by the successful bidder within seven days of the date of contract. The EMD of the successful bidder shall be converted into security deposit and balance amount of security shall be deposited in the shape of DD.
32. The Financial bids of the technically qualified bidders only will be opened.
33. The Financial bids of the technically disqualified bidders will be kept as such with the signature of all the committee members with remarks "Not opened due to disqualified in the technical bid".
34. The EMD of un-successful bidders shall be returned as such after the successful bidder(s) enter(s) into contract with the University.
35. The security deposit (carrying no interest) will be refunded in full after successful completion of the contract period.
36. The University also shall not be bound to accept the L-1 tender.
37. The University reserves the right to reject any or all the tender without assigning any reason thereof.
38. The University shall not under any obligation, give any clarification to the agency/agencies whose bids are rejected/not selected.
39. Rates quoted should be without any condition from the bidder. Conditional offer will be rejected.
40. The rate quoted should be in commensurate with the provisions of the Minimum Wages Act in force.

38. Payment Terms:

- i) Payment will be made on monthly basis upon submission of bills in duplicate after satisfactory completion of the work assigned at approved rates after deducting statutory dues and penalties if any.
- ii) No advance will be paid.
- iii) Payment is subject to ITDS under Section 194C of the Income Tax Act, 1961 at the prevailing rate.
- iv) The bill to be submitted along with the record of ESI & EPF deposited.

F. Self Attested Documents to be submitted with the Technical Bid

1. Technical Bid Application
2. Tender cost of Rs.1,000/- in shape of DD in favour of Biju Patnaik University of Technology, Odisha, payable at Rourkela
3. EMD of Rs.50,000/- in shape of DD in favour of Biju Patnaik University of Technology, Odisha, payable at Rourkela
4. Documentary proof of the registered office or one of the branch offices of the service provider located in Rourkela.
5. Copy of the bank pass book of the service provider along with the bank statement containing transactions made during the year 2016-17.
6. Copy of Registration Certificate of company/partnership/proprietorship
7. Copy of valid Labour License issued by competent authority.
8. Copy of the Audited Balance Sheet and P & L Account for the last three consecutive financial years i:e 2014-15, 2015-16 & 2016-17, certified by a Chartered Accountant
9. Copy of IT return filed by agency for last three financial years i.e. 2014-15, 2015-16 & 2016-17.
10. Copy of PAN / GIR
11. Copy of Service Tax/GST Registration Certificate
12. Copy of the E.P.F. Registration letter/ Certificate
13. Copy of the E.S.I Registration letter/ Certificate.
14. Copy of last EPF Electronics Challan Return (ECR) and remittance confirmation slip.
15. Copy of last ESI Electronics Challan Return (ECR) and remittance confirmation slip.
16. Proof of the effect that the bidder has experience of executing similar works in Govt./Educational Institutions, Universities, PSUs, Banks etc.during last three years.
17. Copy of single contract on similar work worth Rs.10.00 lakh in last three preceding financial years.
18. Documents showing “ Profit before Tax “ &” Profit after Tax “ For last 3 years (2014-15, 2015-16 & 2016-17) duly certified by a Chartered Accountant
19. An affidavit to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted any where.
20. The terms and conditions and the tender document (each page) signed by the authorised signatory of the agency in token of their acceptance