



**ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH  
GHATIKIA, MAHALAXMI VIHAR, BHUBANESWAR-751 029**

**Tender Notice No. OUTR/RG/Outsourcing/2024-25/18**

**Date: 19/12/2024**

**Notice Inviting Tender**

Odisha University of Technology and Research is established by Govt. of Odisha by upgrading the College of Engineering & Technology, Bhubaneswar through Odisha Act 17 of 2021 w.e.f. 8th October 2021 under the ministry of Skill Development and Technical Education invites e-tender through e-procurement (Tenders Odisha) Portal <https://tendersodisha.gov.in> under two bid systems (i.e. **Cover-I:** Technical Bid and **Cover-II:** Price Bid) from well-established and financially sound Proprietorship / Partnership Firm / Private Limited / Limited Company/ Registered Manpower Service Provider Agencies for Outsourcing of manpower Service **(Technical and Non-Technical)**. Incomplete bids will be rejected summarily. The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The last date of submission of bid is 13/01/2025 up to 6.00 PM and will open on 15/01/2025 at 11.00 AM. The EMD and Tender cost in a cover may be sent **by Speed Post/ Registered Post/ Courier only before the last date. No hand delivery is acceptable.** The authority is not responsible for any postal delay The authority reserves the right to cancel the bids without assigning any reason thereof. More details are available at our university website [www.outr.ac.in](http://www.outr.ac.in) and <https://tendersodisha.gov.in> .

**IMPORTANT:** Prospective bidders are advised to regularly visit the University website/ e-tender portal for any Updates/ Corrigendum/ Amendment. Any subsequent updates will be announced exclusively on the University website/ e-tender portal.

**REGISTRAR**

**BID DOCUMENT FOR  
OUTSOURCING OF MANPOWER SERVICE [TECHNICIAN AND NON-TECHNICIAN] THROUGH  
SERVICE PROVIDER AGENCY  
THROUGH E-PROCUREMENT  
FOR OTR**



**Odisha University of Technology and Research  
Techno campus, Ghatikia, Mahalaxmi Vihar,  
Bhubaneswar-751029**

## NOTICE INVITING TENDER

Registrar, Odisha University of Technology and Research, Bhubaneswar invites sealed bids from well established and financially sound Proprietorship / Partnership Firm / Private Limited / Limited Company/ Registered Manpower Service Provider Agencies for providing manpower (Technician and Non Technician) to Odisha University of Technology and Research, Ghatikia, Mahalaxmi Vihar, Bhubaneswar-751029.

### Critical Information

1.1 Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Sl. No.	Information	Details
1	Tender Number and Date	OUTR/RG/Outsourcing/2024-25/18 Date: 19/12/2024
2	Period during which tender document will be available on website <a href="http://www.outr.ac.in">www.outr.ac.in</a> / <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>	20/12/2024, 6.00 p.m. to 13/01/2025 6.00 pm
3	Tender Fee (Non- Refundable)	Rs. 2000/- (Rupees Two thousand only) in shape of Demand Draft to be drawn in favour of "(Odisha University of Technology and Research Bhubaneswar drawn on any Scheduled Bank payable at Bhubaneswar)"
4	Bid security (EMD): (refundable but Non-interest bearing); EMD Amount (Will be accepted only through D.D/Banker's Cheque. The bid security is exempted to the MSE bidders only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.	Rs. 70,000/- (Rupees Seventy thousand only) Demand Draft to be drawn in favour of "(Odisha University of Technology and Research Bhubaneswar)" and drawn on any Scheduled Bank payable at Bhubaneswar.
5	Type of Bid	Two Bid ; Cover I - Technical Bid Cover II - Price Bid as per the format
6	Date of publishing	20/12/2024 at 6.00 p.m.
7	Document Down loaded Start date	21/12/2024 from 10.00 a.m.
8	Last date & time for uploading of bid	13/01/2025 upto 6.00 P.M.
9	Date & time of opening of Technical Bid	15/01/2025 at 11.00 A.M.
10	Date & time of opening of Financial Bid	Through the e-tender portal to be intimated later by e-mail/ WhatsApp to the technically qualified bidders.
11	Performance Guarantee	5 % of Contract value
12	Contract Period	One year from the date of award which may be extended for another two years subject to satisfactory performance.
13	Pre bid meeting	No
14	Bid Validity	120 days from the date of opening of bid
15	For any technical query please contact	Prof. Abhimanyu Mohapatra, PIC, Security and Manpower Ph. No. 9348670120, E-mail: amohapatra@outr.ac.in
16	DD towards EMD and Tender document fee should be sent addressing to :	<b>The Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029</b>

**REGISTRAR**

1.2. Please refer e-Procurement Tenders Odisha system generated DATE SHEET for Tender ID and Critical Dates.

1.3 The Tender document and details of terms and conditions can be downloaded from our website [www.outr.ac.in](http://www.outr.ac.in) & <https://tendersodisha.gov.in>

1.4 The bidders may submit their bid only through uploading the softcopy in the e-Procurement Tenders Odisha Portal <https://tendersodisha.gov.in>. No bids received by post or by hand or by FAX/E-mail would be considered for evaluation.

1.5 The Authority may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2. Instructions for Online Bid Submission**

2.1 The bidders are required to submit soft copies of their bids electronically on the e-Procurement Tenders Odisha Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the eProcurement Tenders Odisha Portal, prepare their bids in accordance with the requirements and submitting their bids online on the eProcurement Tenders Odisha Portal.

2.2 More information useful for submitting online bids on the e-Procurement Tenders Odisha Portal may be obtained at: <https://tendersodisha.gov.in>

### **2.3 REGISTRATION**

2.3.1) Bidders are required to enroll on the e-Procurement module of the Govt. of Odisha eProcurement Portal (URL: <https://tendersodisha.gov.in>) by clicking on the link “**Online Bidder enrolment**”. At the e-Procurement Portal, which is free of charge.

2.3.2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3.3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.

2.3.4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.3.5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

2.3.6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

*Already enrolled in e-procurement Odisha may ignore the above instructions.*

## **2.4 SEARCHING FOR TENDER DOCUMENTS**

2.4.1) There are various search options built in the eProcurement Odisha Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the eProcurement Odisha Portal.

2.4.2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the eProcurement Odisha Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.4.3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

## **2.5 PREPARATION OF BIDS**

2.5.1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.5.2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.5.3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.5.4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

*Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **2.6 SUBMISSION OF BIDS**

2.6.1) Bids shall be submitted online only at e-Procurement portal: <https://tendersodisha.gov.in>

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.6.2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.6.3) Bidder has to select the payment option as “offline” to pay the tender fee /EMD as applicable and enter details of the instrument.

2.6.4 The offer must be submitted in Two Bid – Two Cover only though uploading in the e procurement Portal, before the last date & time for bid submission.

2.6.5 Bidders must submit their digitally signed bids in first Envelop contains the following documents:

(i) Cover 1.

a) Scan copy of EMD and Tender cost Details (Original Instrument shall be sent to Tender Issuing Authority)

b) Technical Bid & Bidder’s details.

c) All relevant documents to be submitted as per Section I, Checklist Annexure X and as per other Provisions of NIT. All Annexures (excluding price bid) duly filled & signed to be submitted along with the technical bid.

(ii) Cover 2.

a) Price Bid. (in BoQ Ms-Excel format, as per Annexure IX) and

b) Detailed note of Justification in respect of service charges Quoted, in PDF Format to be submitted.

2.6.6 Price Bid must be submitted in as per BoQ in MS-Excel format only, no other format will be accepted.

2.6.7 Bidders have to quote the Agency Service Charges on Basic Wage (%) Only. The Service Charges quoted by the bidder shall be preferably same for all the categories of personnel. (Service Charge quoted by the Bidder shall cover profit, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages), as per the BoQ format.

2.6.8 Bidders shall fill all the boxes in BoQ to be filled by Bidders. No Box should be left blank.

2.6.9) Bidder should prepare the Tender cost and EMD as per the instructions specified in the tender document. The original should be posted/couriered/ **to The Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029**, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

2.6.10) The bidders shall download the pre bid clarification if any for the service and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.

2.6.11) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2.6.12) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.6.13) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons

until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.

Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.14) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.15) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.6.16) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.6.17) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **2.7 ASSISTANCE TO BIDDERS**

2.7.1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2.7.2) Any queries relating to the process of online bid submission or queries relating to e-Procurement module of the Govt. of Odisha e-Procurement Portal (URL: <https://tendersodisha.gov.in>) in general may be directed to the 24x7 eProcurement Portal Helpdesk.

2.7.3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the submission of the bids online through the e-Procurement Portal (URL: <https://tendersodisha.gov.in>).

NOTE: At any time before the deadline for submission of proposals, the University reserve the right to add /modify /delete any portion of this document by the issuance of a Corrigendum, which will be published on the website and will also be made available to the all the Bidders. The corrigendum shall be binding on all the bidders and will form part of the bid documents

## CONTENTS OF TENDER DOCUMENTS

Sl. No.	Description of contents	Page No.
1	Eligibility Criteria	9-10
2	Instruction to Bidders,	10-14
3	Other Terms and Conditions	14-17
4	Special Terms and Conditions of Contract	17-23
5	General Terms and Conditions of Contract	23-27
6	Sample Pay Matrix – Annexure-1	28
7	Detail of Tenderer (Annexure-II)	29
8	Undertaking for acceptance of Terms and conditions (Annexure-III)	30
9	Financial Capacity (Annexure-IV)	31
10	Declaration (Annexure-V)	32
11	Criminal Liability Form (Annexure-VI)	33
12	Bid Security Declaration form (Annexure-VII)	34
13	Detail project executed form (Annexure-VIII & Annexure- VIII A)	35 & 36
14	Financial Bid/BOQ (Annexure-IX)	37
15	Check list for preparation of bid (Annexure-X)	38
16	Model Bank Guarantee format for Performance Security (Annexure-XI)	39



**A. 1. ELIGIBILITY CRITERIA**

1.1. Eligibility criteria for pre-qualification (documentary evidence to be furnished):-

- i) **Status:** The bidder shall necessarily be a legally Valid entity either in the form of sole proprietorship, partnership, Limited or Private Limited company established under the Companies Act/Society constituted/registered under relevant Act.
- ii) **Financial Capacity:** The Bidder should have **minimum average turnover of Rs. 1 crore (Rupees One crore only) in manpower service (excluding watch and ward)** during previous three financial years 2021-22, 2022-23 and 2023–24. Bidder should submit documentary evidence like Audited Balance Sheet, Profit & Loss Statement and Income Tax Return (ITR) etc. for the last three financial years and GSTR-9 and 9C **All financial documents submitted must be duly certified by Chartered Accountant.**
- iii) **Experience:** The Bidder should have more than 5 years of experience in providing manpower services.
- iv) The bidder must have successfully completed 3 assignments of similar nature of work **(excluding watch and ward)** for providing more than 20 manpower on single work orders during last three financial years ending on 31/03/2024, in any Educational Institutions/Government/Semi-Government/Autonomous Bodies/PSU or any reputed organization etc. Interested bidder(s) may apply along with sufficient proof of experience. Firm showing experience, should submit copy of experience/ performance certificate against said orders for completed work in support of their claim for having experience of stipulated work.
- v) The bidder is required to furnish the copy of the Work Orders of similar assignments (except Watch and Ward) along with the Certificate of Successful Performance issued by the concerned authority/ executed agency. This information are to be furnished in the required format as mentioned in Annexure- VIII & VIII (A).
- vi) The Manpower Agency must possess a valid Labour License issued by the Labour Commissioner.
- vii) The Manpower Agency must have registered with EPFO (should have Odisha registration for EPFO), The copy of the certificate shall be attached.
- viii) The Manpower Agency must have registered with ESIC (should have Odisha registration for ESIC) The copy of the certificate shall be attached.
- ix) The Manpower Agency must have registered with GST authorities. The copy of the certificate shall be attached.
- x) The Manpower Agency must have registered with the competent authorities and also should have PAN/TAN Number. The copy of the certificate shall be attached.
- xi) Registration No. under Shops & Commercial Establishment Act (copy to be enclosed)
- xii) Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
- xiii) Applicant must have a positive profit before tax (PBT) in FY 2023 –2024. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

- xiv) The registered office or one of the branch offices of the service provider should be located within the jurisdiction of the user office i.e. at Bhubaneswar.
- xv) As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application.
- xvi) Must have ISO 9001: 2015 and ISO 27001:2013 certification.

## **B. INSTRUCTION TO BIDDERS:**

### **TENDER COST & EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

1. **Tender Cost (non-refundable) of INR 2,000/- (Rupees Two Thousand only) and EMD / Bid Security (refundable) of Rs. 70,000/- (Rupees Seventy Thousand only)** in the form of Demand Draft (DD) in favour of “Odisha University of Technology and Research” payable at Bhubaneswar drawn on any schedule commercial bank except Co-operative Bank and Gramin Bank.
2. EMD and Tender Fee should reach physically through speed post/register post/courier, in an envelope & super-scripted with the subject, tender reference number addressing to Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029, Odisha on or before the last date of on line submission of tender.
3. EMD / Bid Security of unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before the 30 days after the award of contract to successful bidder.
4. As per public procurement policy for Micro & Small Enterprises (MSE) bidders are exempted categories from payment of EMD. The bidders should have registered as MSE for supply of manpower. Micro and Small Enterprises who have applied for registration renewal of registration with any of those agencies / bodies but have not obtained the valid certificate as on close date of tender are not eligible of exemption. The bidder has to submit the Bid Security Form as per the Annexure-VII.
5. The EMD and Tender Cost should be received by the OTR before the due date physically. The scan copy should be uploaded in the portal. Else the tender is liable to be treated as non-responsive and rejected.
6. The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of contracts, withdraws at any stage after opening of technical bid and who evades or refuses to accept the Award of Contract after being L1 with the period of validity, shall be liable to forfeiture.
7. **SUBMISSION OF BIDDING DOCUMENTS:**
  - a) Bidders must submit their digitally signed bids through the e-tender portal for this tender.
  - b) The tender is to be submitted electronically in two bid system 1) Technical Bid and 2) Financial bid i.e. bid-I will be technical bid and bid-II will be the financial bid.

1. A.

### **Technical Bid in Bid-I**

The bid must contain the scan copy of DD for EMD & Tender document fees, Qualification documents along with the tender document duly filled up and signed by the Bidding Firm on each page after affixing rubber stamp of the Firm/ Agency. All other documents as per attached Annexures (II to X) except Price BoQ.

2. B.

**Price Bid.** (The bid-II will be the financial bid BoQ in Ms-Excel format.)

The Financial Proposal/Commercial bid/ BoQ format is provided as BoQ\_XXXX.xls along with this tender document at the e-tender portal with the concerned tender. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/ rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/ modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business.

Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures/ percentages appears in SKY BLUE colour. While selecting any of the cells a warning appears to mandatorily fill all such cells with any value, including "0" (ZERO) or specified values.

**Bid Validity:** 120 days from the date of opening of technical bids.

### **8. SECURITY PERFORMANCE GUARANTEE / SECURITY DEPOSIT**

8.1 Successful bidder shall have to deposit performance security amount equal to **5% of annual contract value** within 30 days of issue of Work Order, in favour of "Odisha University of Technology and Research" payable at Bhubaneswar drawn on any schedule commercial bank except Co-operative Bank and Gramin Bank" in the form of Demand Draft (DD) / Bank Guarantee (BG) from any Scheduled Commercial Bank except Co-operative Bank. The Security Deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation.

8.2 EMD of successful bidder will be refunded after receipt of Performance Security Deposit in case of award of contract. The Performance Security Deposit will be returned to the contractor after completion of the contract deducting any dues of the university (if any). The Security Deposit will not attract any interest.

8.3 The Security Deposit shall be liable to be forfeited in case of any breach of terms and conditions of the contract.

### **9. DOCUMENT TO BE UPLOADED BY BIDDER**

**The Bidder shall furnish the following documents as part of Techno-commercial Bid: -**

9.1 Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society etc. along with following documents-

- a. In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary;

- b. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration, if any;
  - c. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital;
  - d. In case of Co-operative Society, attested copy of the certificate of registration from the Registrar of Co-operative societies;
  - e. If, required, the originals documents will have to be produced for verification at the time Technical Bid Evaluation;
1. Information about officer of the firm / company being an employee, past or present or relationship of any employee of OUTR Bhubaneswar with Proprietor, Partner – Director of the firm is to be furnished.
  2. Copy of GST Registration Certificate;
  3. Copy of Permanent Account Number (PAN) and IT return of last three financial years (2021-22, 2022-23, 2023-24)
  4. Copy of Labour License
  5. Registration Certificate of Employee Provident Fund Organization (EPFO);
  6. Registration Certificate of Employee State Insurance Corporation (ESIC);
  7. Copy of Audited Balance sheet, Profit & Loss Statement and Income Tax Return for last three ending on 31<sup>st</sup> March 2024;
  8. Copy of requisite work order / service order / completion certificate issued by organization
  9. Duly signed technical bid/detail of tenderer (Annexure –II);
  10. Duly signed acceptance letter of terms and conditions (Annexure – III);
  11. Duly signed Financial capacity (Annexure – IV)
  12. Duly signed Declaration Form (Annexure – V)
  13. Declaration for not black listed/ Criminal Liability form (Annexure – VI)
  14. Bid Security Declaration Form (Annexure – VII)
  15. Experience detail (work completed) (Annexure-VIII & VIII(A))
  16. Duly signed Check list of bidder (Annexure – X);

***NOTE:** The Bidder must upload self-attested copies of the above-mentioned documents in the cover for technical bid. Any bid not accompanied by such documents would be liable for rejection.*

## **10. BID EVALUATION PROCEDURES**

### **Evaluation & Selection Criteria :**

#### **Technical Evaluation :**

1. The Technical Bids shall be opened at OUTR, Bhubaneswar in tender portal on the specified date & time by the Committee constituted by the competent authority.
2. The financial bids of only those bidders will be considered whose Technical Bids are qualified & shall be opened as specified date and time.

3. The evaluation of Technical Proposals of only those Bidders who have found eligible.

4. The technical bid shall be evaluated on the following parameters/criteria:

Sl. No.	Evaluation Parameter	Total Marks	Criteria for award of Marks
A	Average turnover (last 3 financial year 2021-22, 2022-23 and 2023–24) from similar activity (Except Watch and ward)	<b>20</b>	$\geq 1.00$ cr $\leq 5.00$ cr : 5 marks > 5.00 cr $\leq 10.00$ cr : 10 marks > 10.00 cr $\leq 15.00$ cr : 15 marks > 15.00 cr : 20 marks
B	Experience: 1) No. of years of experience in providing Manpower services [(Except Watch and ward) (Year of Establishment or Commencement of business)]  2) No. of Projects awarded with minimum 20 personnel in single single orders in similar nature excluding Watch and Ward and successfully executed in the last three financial year (2021-22, 2022-23 and 2023–24) preferably to any State Govt./ Central Govt./ Educational Institutions/ Corporation / Banks	<b>10</b>  <b>25</b>	$\geq 5$ yrs $\leq 9$ yrs : 5 marks > 9 yrs : 10 marks  $\geq 3$ nos $\leq 6$ nos.:10 marks > 6 nos $\leq 9$ nos ; 15 marks > 9 nos $\leq 12$ nos. : 20 marks > 12 nos. : 25 marks
C	Quality Certification of Bidder	<b>5</b>	ISO 9001 : 2015 or ISO 27001 :2013 = 2.5 Marks  ISO 9001 : 2015 and ISO 27001 :2013 = 5 Marks
	Total Marks	<b>60</b>	
	Qualifying score for opening of Financial Proposal	<b>42</b>	

11. **Technical Evaluation Parameters :**

- a) Technical evaluation as per the matrix will be carried out only if the bid is otherwise technically qualified as per terms and conditions of tender documents.
- b) Marking will be done based on bidder's response subject to confirmation from the submitted documents justifying the response.
- c) **The bidder should score minimum 42 marks or more in technical evaluation shall be qualify for opening of financial bid.**

**H. Evaluation of Financial Proposal and award of Contract**

1 The Financial Bids of all technically qualified Bidders shall be opened on the appointed date and time of the qualified bidders.

**2 The bid shall be evaluated as – Least Cost Based Selection (LCBS) after securing 70 % marks from technical bid.**

- a) Financial proposal shall be opened after the technical evaluation is completed and only those bidders who score at least **42 (Forty-Two) or more in technical evaluation shall qualify for financial bid opening.**
- b) The quote mentioned by the bidder in the financial bid shall be arranged in chronological manner having lowest quote **percentage (%) of Service Charges as L1.**  
Other bidders as L2, L3, L4... and so on.
- c) The bidder who has given least percentage (%) of Service Charges, will be declared as successful bidder (L1) and contract will be awarded.
- d) In case multiple bidders quotes Lowest Price (L1), then the agency with the highest score in the technical bid shall be awarded the contract.
- e) In case multiple bidders quotes Lowest Price (L1) and their technical score also becomes equal, then in that case, the bidder having higher score in Experience [Sl. B (1) + (2)] of the table 4 shall be awarded the contract.
- f) In case multiple bidders quote Lowest Price (L1), and bidders score equal marks in technical bid and also equal in their combined score of [Sl. B (1) + (2)], then in that case, the bidder having highest annual average turnover (except Watch and Ward) in last three financial years (2021-22,2022-23,2023-24) shall be awarded the contract.

**Note:** The bidder is required to quote the Service Charge in % preferably same for all the categories of personnel by taking into account the management of all deployed personnel. The minimum service charge shall be 3.85% and should not exceed 7% as per the Govt. of Odisha, Finance Department Office Memorandum No. 19595/F dt. 11.07.2023.

Note: Employer's share towards EPF per month per personnel, the Ceiling Amount of Wage is Rs. 15,000/-.

The tender inviting authority reserves the right to ask the successful bidder to provide a pool of staff from which suitable staff shall be selected as per the criteria mentioned above.

**12. OTHER TERMS AND CONDITIONS:**

1. The rate in the tender shall cover / include all statutory duties / taxes / levies etc. as on closing date of tender and GST as applicable, unless specified.
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 termination of service. The service provider shall provide the evidence of electronic payment made to the bank account of the man-power engaged by them.
3. **Price Escalation:** No request or claim for price escalation on any ground shall be entertained during tenure of the contract. However, enhancement of minimum rates of wages when notified by the State Govt. during the contract period will be revised accordingly along with statutory dues.
4. The Authority reserves the right to withdraw or relax any of the terms and condition so as to overcome the problem encountered at a later stage.
5. Conditional tenders either in Cover– I or Cover – II of the tender shall be liable to be rejected.

6. Any request from the tenderer in respect of additions, alteration, modification, correction etc. of either terms and conditions or quoted rate, after opening of the tender, shall not be entertained under any circumstances.
7. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rate quoted by him in the tender will be adequate to complete such work according to the terms and conditions and difficulties that may arise during its progress / execution have been taken into account. Any complaint in this regard after submission of offer shall not be entertained.
8. 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.
9. In case termination of this Agreement on its expiry or otherwise, the persons deployed by that, Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity. The agency/personnel shall not claim any benefit or compensation.
10. 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. Any 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.
11. All services shall be performed by persons qualified and skilled in performing such services as mentioned in Scope of Work.
12. The agency should ensure that person deployed should be of good character and antecedents.
13. The Service Provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill to enhance the image of the university. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
14. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum consolidated amount in respect of the persons deployed in the university.
15. The manpower service provider shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the OUTR to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter.
16. The manpower service provider shall maintain all statutory registers under the Law & shall produce the same, on demand, to the authority of OUTR or any other authority under law.
17. Any other instruction towards deduction from income received by Govt. from time to time will be strictly followed.
18. In case the manpower service provider fails to comply with any liability under appropriate law, and as a result thereof, the department or the office concerned is put to any loss/obligation, monetary or otherwise, the OUTR will be entitled to get itself reimbursed out of the outstanding bills or performance security deposit of the manpower service provider to the content of the loss or delegation of monetary terms.
19. Outsourced employees on consolidated pay would be entitled to paid leave 12 days per year and can be accumulated up to the end of the year i.e. 31st December after which it would lapse.
20. The personnel may be called on beyond office hours and on holidays / Saturdays / Sundays, if required. They may be entitling of compensatory leave in lieu of that working day.

21. The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the students, employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel.
22. The general office time is 9.00 A.M. to 5.00 P.M. Their deployment will be either in general shift or shift duty (8 hours). The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances.
23. Canvassing in any form is strictly prohibited and tender submitted by the tenderer who resort to canvassing, will be liable for rejection.
24. Authority of OUTF Bhubaneswar reserves the right to accept / reject any or all bids without assigning any reason thereof or divide the work with multiple bidder on acceptance of lowest price.
25. Tender document are not transferable.
26. Proprietary firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society etc. formed after publishing date of the tender are not eligible.
27. It shall be responsibility of the person / firm submitting the tender to ensure that the tender have been submitted in the format as per the terms and conditions prescribed in the e-procurement portal/website and no change is made therein before submission of tender. In the event of any doubt regarding the terms and conditions / format, the person concerned may seek clarification from the authorized officer of University. In case of any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightway.
28. Before submitting the tender, the tenderer should ensure that the details / document are submitted as per the check list.
29. **Termination of Contract:** The contract can be terminated under any one of the following circumstances by the University.
  - a) The contract can be terminated by the University with a month's notice anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the University. This termination shall not be challenged by the Contractor.
  - b) The Contractor not executing the order as per the agreed terms and condition of the work order and contract. The University shall assess the quality of repairing work executed by the Contractor from time to time and shall decide whether the job performed by the Contractor meets the prescribed standards and/or specification or is deficient and to what degree.



- c) The Contractor/ Firm/Agency declared as insolvent by the court of law. During the notice period for termination of contract, in any of the situation contemplated above, the Agency shall keep discharging its duties as before till the expiry of notice period. It shall be your duty to remove all the persons and/or resources deployed by you on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/ problem of any nature to OUTR, Bhubaneswar.

**30. For any clarification, please contact: -**

Prof. Abhimanyu Mohapatra,  
Ph. No. 9348670120,  
E-mail: amohapatra@outr.ac.in

**SECTION – II**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**A. SCOPE OF WORK**

**1. Library Assistant:**

Tentative No. of Personnel: 3

**Educational I Qualification:**

Bachelor/Master Degree in Library and Information Science with at least 55% aggregate marks from a recognized University.

**Experience:**

1. Minimum Three (3) years experience in handling library works like cataloguing, classification and data processing, library related software, and digital library.
2. Good communication skill in English and Odia.

**Salary :** Rs. 15,600/- consolidated per month.

#The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age:** Minimum 21 years and maximum 60 years as on 01<sup>st</sup> December 2024.

**Nature of Job:**

- Responsible for smooth running of the University Library.
- To manage library as well as digital library of the University.
- Develop programme of library management for improving the efficiency of the library.
- To be continuously in touch with the students and faculty to understand/assess their needs of Books/Journals/Magazines etc.
- To facilitate the students, faculty, and staff with all the literature that may be needed for their scholarly activities
- Establishes a repository of cases and keeps adding new cases on a continuous basis.
- Ensures availability of previous years thesis/dissertation/SIP reports
- Provides all statistical information pertaining to the library
- Any other duties assigned by the Competent Authority from time to time.

## 2. IT Infrastructure Support Staff

**Tentative No. of Personnel:** 10

### **Educational Qualification:**

Graduate in any discipline with one year Diploma in Computer Application/MCA or equivalent from a recognized institution, having knowledge with data entry operation using Window, MS office environment (MS Word, Excel, Power Point etc.), Tally/ Internet application. Must be conversant with software related to office and accounts management.

**Experience :**

Should have at least 3 years experience in similar type of work.

**Salary:** Rs. 15,600/- consolidated per month.

# The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age :** Minimum 21 years and maximum 60 years as on 01<sup>st</sup> December 2024.

### **Nature of Job :**

- Responsible for carry out all administrative requirements of the Authority like day-to-day official work, file management, secretarial practices, data entry work and other related work.
- Responsible for maintenance of office records with respect to general management and correspondences.
- Assisting work related to Establishment, Academic, Accounts, Examination, Students' Activities etc.
- Assisting officials for generating reports/information for meeting and other official purposes.
- Generate reports, store completed work in designated locations and perform backup operations
- Scan documents and print files, when needed
- Keep information confidential
- Respond to queries for information and access relevant files
- Comply with data integrity and security policies
- Ensure proper use of office equipment and address any malfunctions
- Any other reasonable work assigned by authority.

## 3. Electrician

Tentative No. of Personnel : 6 (Skilled)

Tentative No. of Personnel : 2 (High Skilled)

**Educational Qualification:** Passed HSC with ITI in Electrician, lineman, or wireman trade from a recognized institute and a valid workman permit "A" certificate. Alternatively, an HSC with an ITI in Electrician, lineman, or wireman trade from a recognized institute, and a Lineman- MV with Learner Permit for Workman HT from the Electrical Licensing Board, Odisha (ELBO) is required.

Or

Passed IX with 05 years of experience in the relevant field with linemen license.

**Experience :** Minimum 5 years of experience in the relevant field/similar in residential academic institutions/industries/organizations

**Salary :** On daily wage basis (Skilled)/High skilled

# The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age :** Minimum 21 years and Maximum 60 years as on 01<sup>st</sup> December 2024.

**Nature of Job :**

This role is responsible for assisting the Electrician/ Lineman in the overall functioning of the department; installing electrical wiring, equipment and fixture. He may be deployed to look after the maintenance of all type of Electrical Instruments including street light, gate light, domestic appliance, fan, light connection of AC, Aquaguard, UPS, Computer, Energy meter, Motors etc. Distribution Sub Station fuses etc. up to 650 Volt.

To attend the repair and maintenance of overhead 11 KV and LT lines and Sub Stations. Any other work as per the direction of Prof. in charge /officer in charge.

**4. Helper (Electrician/Plumber/Transport) (Multi-Tasking Asst.)**

Tentative No. of Personnel : 4

**Educational Qualification :**

IX/HSC Passed with 05 years of experience in the relevant field.

**Salary :** On daily wage basis (Semi Skilled )

# The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age :** Minimum 21 years and Maximum 60 years as on 01<sup>st</sup> December 2024.

**Nature of Job:**

This role of electrician helper is responsible for assisting the Electrician/ Lineman in the overall functioning of the department; installing electrical wiring, equipment and fixture. He may be deployed to look after the maintenance work related to electric installations, maintenance in the university as well as hostel premises so as to ensure proper supply of electricity round the clock. Any other work as per the direction of Prof. in charge /officer in charge.

The role of plumber helper is to assisting the plumber for maintaining and repairing work of all plumbing structures. Any other work as per the direction of Prof. in charge/ officer in charge.

The role of a helper in transport will be as per the direction of Prof. in charge of Transport/authorized officials of OUTR.

**5. Lift Operator:**

Tentative No. of Personnel: 3

**Educational Qualification:**

HSC Pass with 2 years of experience in the relevant field.

**Salary:** On daily wage basis (Semi Skilled)

# The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age :** Minimum 21 years and Maximum 60 years as on 01<sup>st</sup> December 2024

## **6. DG Set Operator**

Tentative No. of Personnel: 01

### **Educational Qualification:**

Should have passed HSC with ITI trade Certificate course in Fitter, Electrical, Mechanical or equivalent in the trade with 2 years of experience in the relevant field

**Experience:** Minimum 2 years of experience in the relevant field/similar in residential academic institutions/industries/organizations.

**Salary:** On daily wage basis (Skilled)

# The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age:** Minimum 21 years and Maximum 60 years as on 01<sup>st</sup> December 2024.

### **Nature of Job:**

Generator Operator are responsible for installing, maintaining, and repair generators. Their duties include troubleshooting issues relating to the generator's electrical and mechanical systems through diagnostic tests, performing site testing and engine servicing, conduct preventative maintenance. Identifies causes of generator problems and /or failure.

## **7. Plumber**

Tentative No. of Personnel : 04

### **Educational Qualification :**

Should have passed HSC with ITI trade Certificate course or equivalent in the trade or HSC pass with 5 years experience in the relevant field

**Experience :** Minimum 5 years of experience in the relevant field/similar in residential academic institutions/industries/organizations

**Salary :** On daily wage basis (Skilled )

#The wages fixed which may be changed as per the notification by Govt. of Odisha from time to time.

**Age :** Minimum 21 years and Maximum 60 years as on 01<sup>st</sup> December 2024.

### **Nature of Job :**

The role is to maintain and repair all plumbing structures. Will be responsible for proper maintenance & upkeep. Plumbers shall be deployed to look after the maintenance work related to P.H in the university as well as in hostel premises so as to ensure proper supply of water round the clock. Maintain all the pump house inside OUTF campus. Any other work as per the direction of Prof. in charge/ officer in charge.

**Note :** The number of personnel mentioned herewith from Sl. No. 1 to 7 are indicative. It may vary at the time of placement of order and as per the requirement.

## **B. SELECTION PROCESS AND OTHER TERMS**

1. After award of contract, the firm shall provide list of candidates @ 1:3 ratio fulfilling necessary eligibility conditions and qualifications for the position as mentioned above to be appointed by the firm only after his/her credentials are scrutinized followed by interview by the university. The appointed personnel will be replaced on the basis of adverse performance reported by the University.
2. The posts are purely of temporary nature joining as outsourced employee. The incumbents selected will have no claim for regular appointment under OTR Bhubaneswar.
3. There will be no residential accommodation provided to outsourced employee. The firm must consider this before providing list of candidates for selection.

## **C. RISK AND COST**

1. In case of poor performance or non-attendance to the job in services as spelt out in scope of work on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the OTR Bhubaneswar at the risk and cost of the agency / firm / contractor through alternate source.
2. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

## **D. DISBURSEMENT OF PAYMENT**

The wages to the employees engaged under this contract shall be disbursed by means of crediting to the bank account of the employee. Wages shall not be disbursed in cash payment. The wages shall be disbursed by the contractor before the seventh day of the succeeding month even if the payment is not received from the University.

## **E. SUBMISSION OF DETAILS OF PAYMENT MADE**

1. The Manpower Service Provider shall raise the bill, in triplicate and submit the same to the designated authority within a week of the succeeding month. The claims in bills should be accompanied with the copies of documents evidencing the disbursement of wages along with a copy of the acknowledgment of wage receipt, acknowledgements of premiums remitted to EPF, ESI, GST with his jurisdictional authority. The wage given shall not be less than the minimum wage as prescribed by Labour and ESI Deptt, Govt. of Odisha from time to time. Failure to comply with this, the agreement is liable for termination without any notice.
2. Payments to the Service Provider/Agency would be strictly on certification by the office with which he is attached that his services were satisfactory and attendance as per the bill submitted by the Service Provider/Agency.
3. 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. The employee share of contribution towards Professional Tax, EPF and ESI shall be deducted by the

Service Provider from their remuneration. Copies in support of Professional Tax, EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.

#### **F. PAYMENT TERMS**

4. Subject to any deduction that may have to be made in accordance with the terms and conditions of the contract, the Service Provider shall be paid against the bill on monthly basis for the work done during the previous month.
5. Payments against on-account bill shall be released through bank transfer within 30 days from the date of submission of clear invoice and other document by the agency. For this purpose, the service provider should provide the details of the name of bank, branch and account no. before submission of the first bill.
6. Payment shall be regulated as per terms and conditions.
7. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules, GST Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by Account department for such deductions.

#### **G. CONTRACT VALIDITY**

Initially the contract period will be for one year as per the work order. It may be extended for two more years on year to year basis subject to satisfactorily performance and requirement of the University on the approval of competent authority.

If the successful firm fails to initiate the job within one calendar month from the date of issue of work order, the work order shall be cancelled immediately without assign any reason thereof along with forfeiture of Security Deposit and next eligible bidder shall be offered.

The contract can be terminated at any time after giving advance notice of one month in writing by either party.

#### **H. DAMAGE TO OUTR PROPERTY**

If there is any damage to the University property or any other financial burden on the University because of willful or negligent action by the contractor or its personnel, the University shall be entitled to recover the cost as compensation from contractor and may adjust / recover for the dues of the Agency.

#### **I. INDEMNITY**

The Agency shall indemnify OTR Bhubaneswar against any claim, order, and demand, made by competent authority & in case University was asked to comply such order / direction, OTR Bhubaneswar shall be entitled to recover / adjust the said amount from the dues of the contractors.

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**A. DEFINITIONS**

1. **Approved** means approved in writing, including subsequent confirmation of previous verbal approval.
2. **Competent Authority** means Head of the Department and officer authorized in this regard by OUTR.
3. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation of thereafter.
5. **Contractor** means “The Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
6. **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
7. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
8. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / courier to the notified address or the Registered office of the addressee, or the contractor’s site office and shall be deemed to be sufficient service if so sent or left at that address.
9. **OUTR** means Odisha University of Technology and Research Bhubaneswar represented through authorized officer for this contract or Vice Chancellor as the case may be.
10. **Terms and Conditions** means the Special Condition of the Contract (SSC) and the General Condition of the Contract (GCC) herein mentioned and other stipulation incorporated in any part of the tender document and / or agreement.
11. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno-commercial part, price bid part.
12. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also included its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.

13. **University:** University means Odisha University of Technology and Research (OUTR).
14. **Vice Chancellor** means and includes Vice Chancellor, OTR Bhubaneswar or his authorized representative
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope or Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
16. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.

#### **B. RESPONSIBILITIES OF UNIVERSITY OFFICIALS**

17. The duty of OTR's representative is to watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by OTR not to make any variations in the works.

#### **C. ASSIGNMENT AND SUB-CONTRACTING**

18. The contractor shall not assign the contract, or any part thereof, any benefit or interest therein without prior written consent of OTR Officials.
19. The contractor shall not sub-contract the works without written consent of OTR and such consent if given shall not absolve the contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agents, servants or workman.

#### **D. CONTRACT DOCUMENTS**

20. Documents mutually explanatory: The several documents forming the contract are to be taken as mutually obligatory of one another, interpreted harmoniously and in case of ambiguities or discrepancies, the same shall be clarified by OTR who shall there upon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.

#### **E. GENERAL OBLIGATIONS OF THE CONTRACTOR**

- i. **Sufficiency of Tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract.
- ii. **Illegal gratification, breach of contract:** The contract may be terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any



of his servants or agents to any person employed by OUTF in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

- iii. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process / tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).

**Notice:**

- a. **Service of notice on Contractor:** Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand of its registered office or at the Contractor's site office.
- b. **Service of notice on OUTF:** Any notice to be given to OUTF under the terms of contract shall be served by sending the same by registered post / courier to the office of Registrar, OUTF, Bhubaneswar-751029, Odisha.
- c. **Change of Address:** Any change of address of the Contractor shall immediately be notified to the Registrar, OUTF, Bhubaneswar-751029, Odisha.

iv. **Safety:**

- a. The Contractor will be responsible to ensure safety of the people working under them.
  - b. Except in special circumstances (to be recorded in writing and with the due approval) the contractor will not be allowed to employ subcontractor / petty contractor.
- v. For violation of safety norms, penalty may be imposed on the Contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
- vi. **Law in Force in relation to Contract:** The contract or amendments thereof entered into between the Principal Employer and the Contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
- vii. **Legal Compliance:** The Contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of-
- a. Payment of Wages Act. (Linked to Govt. of Odisha, as per rule / guidelines / circular of the State Govt.)
  - b. Minimum Wages Act. (Linked to Govt. of Odisha, as per rule / guidelines / circular of the State Govt.)
  - c. EPF Act. (As per rules / guidelines / circular of the Central Govt.)
  - d. ESI Act. (As per rules / guidelines / circular of the Central Govt.)
  - e. Child Labour (Prohibition and Regulation) Act, 1986
  - f. The Contract Labour (Regulation) Act, 1970

- viii. The Contractor shall not allow any visitor on the work sites, without the prior permission of University.
- ix. If a tenderer quotes unworkable rate and is considered for placement of order, the firm will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond in addition to the Security Deposit in the form of Bank Draft / Bank Guarantee. The amount of performance guarantee bond will be decided by OUTR at the time of placement of order. Earnest Money Deposit (EMD) of the tenderer who refuse to give performance guarantee bond will be forfeited and they will not be
- x. **Jurisdiction & Right to Amend the Rules:**
  - a. The University reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time.
  - b. The University rules shall be binding for execution of the contract. Further, in case, if any dispute arising out of or in connection with the aforesaid contract or thereafter the dispute will be settled mutually. If different persist, the Vice Chancellor OUTR Bhubaneswar is the sole arbitrator to decide the same & his decision is final and binding on both the parties. If difference persist there are compelling reasons to go to the court, it will be decided in the Court of Bhubaneswar only.
  - c. **Work to be continue during Conciliation / Arbitration:** Work under the contract shall be continued by the Contractor during the arbitration proceeding and recourse to arbitration shall not be a bar continuance for the work.

## ANNEXURE-I

**SAMPLE PAY MATRIX PER PERSON CONSOLIDATED**

Sl. No.	Description	Minimum Wages per Person (in INR)
1	# Consolidated pay per month	15,600/-
2	EPF (12%) + EDLI (0.5%) + Admin. Charge (0.5%) = (13% of Min. Wages) (Ceiling Amount of Wage Rs. 15,000)	1,950/-
3	ESI (3.25%) (3.25% of Min. Wages) (Ceiling Amount is Rs. 21,000)	507/-
	Sub Total - I	18,057/-
4	Service Charges per month per person on <b>Sl. No.1</b>	<b>TO BE QUOTED BY BIDDER IN PERCENTAGE (%)</b>
	Sub Total - II (Subtotal I + Service Charge)	-----
5	GST (18% of subtotal II)	-----
	TOTAL (Inclusive of GST)	-----

**SAMPLE PAY MATRIX PER PERSON PER DAY**

Sl. No.	Description	Minimum Wages per Person (in INR)
1	# Per day (Skilled wages)	552/-
2	EPF (12%) + EDLI (0.5%) + Admin. Charge (0.5%) = (13% of Min. Wages) (Ceiling Amount of Wage Rs. 15,000)	65/-
3	ESI (3.25%) (3.25% of Min. Wages) (Ceiling Amount is Rs. 21,000)	17.94
	Sub Total - I	634.94
4	Service Charges per month per person on <b>Sl. No.1</b>	<b>TO BE QUOTED BY BIDDER IN PERCENTAGE (%)</b>
	Sub Total - II (Subtotal I + Service Charge)	-----
5	GST (18% of subtotal II)	-----
	TOTAL (Inclusive of GST)	-----

**NOTE:**

Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes etc. The bidders shall take into account the expenses to be incurred and statutory dues (Income tax, TDS @ 2% and GST TDS @ 2% from gross bill etc.) while quoting the service charge. Service Charge quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages.

The Service charges should not be less or more than the limitation fixed by the order of Govt. of Odisha.

# As per Govt. of Odisha order as applicable from time to time.

## TECHNICAL BID

## Detail of Tenderer

In response to the e-tender notice No. \_\_\_\_\_ dated \_\_\_\_\_ downloaded from the website we would like to express interest to participate in the above tender for providing manpower. The details as under :-

Sl. No.	Information required	Details to be filled up by the bidder
1	Name of the Organization / Agency	
2	Complete postal address with pin code	
3	Telephone / Mobile No	
4	E mail Id	
5	Name of representative with Mobile No	
6	Details of Tender Fee : DD No, date & amount	
7	Details of EMD : DD No, date & amount/Bid Security declaration form	
8	GST Registration Number (with copy of GSTIN)	
9	PAN Number	
10	IT Return for the last three financial year (copy attached)	
11	ESIC No. (Copy attached)	
12	EPF Number (Copy attached)	
13	Labour License No. (Copy attached)	
14	Annual Turnover for the last three years (2021-22, 2022-23, 2023-24)	
15	Bank Acct No (copy of the cancelled cheque or Xerox copy of Passbook / cheque leaf)	
16	Name of the Bank, Branch & IFSC Code	
17	Additional Information (if any)	

Signature of the applicant

(Full name of applicant)

Stamp & date

**Note : This is to be furnished on the letter head of the organization**

***(ON THE LETTER HEAD OF THE FIRM)***

**LETTER OF UNDERTAKING AND ACCEPTANCE OF TERMS & CONDITIONS OF BID**

To  
The Registrar,  
Odisha University of Technology & Research,  
Ghatikia, P.O.: Mahalaxmi Vihar,  
Bhubaneswar-751 029

Ref : Invitation of e-Tender Notice No.

Dated.

I/We, the undersigned declare that :

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid' from the web site(s) namely: .....as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I / we have read the entire terms and conditions of the Bid documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your university too have also been taken into consideration, while submitting this acceptance letter.
4. I/We are ready to execute the contract in conformity with the tender document , in case we are found successful as a tenderer.
5. Our bid shall be valid for a period of \_\_\_\_\_ days from the date of Opening of price bid and shall not revoke the same.
6. If our bid is accepted, I/We undertake to comply all other formalities as per the tender document and Work order.
7. I/we also declare that neither our firm/company/Proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
8. The detailed particulars of the tenderer is mentioned and attached separately.
9. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your university shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours sincerely,

Authorized signatory of the Bidder

(Authorised person shall attach a copy of the authorization for signing on behalf of the Bidding Company) Full name and designation

## FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2021-2022	2022-23	2023-24
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after Tax			

**CERTIFICATE BY CHARTERED ACCOUNTANT**

I / We, \_\_\_\_\_, Chartered Accountants, certify that the figures regarding Annual Turnover and profit earned from providing manpower only (**Excluding Watch and Ward**) for the financial years mentioned above in respect of M/s. \_\_\_\_\_ are checked and found correct and true as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT  
NAME, ADDRESS AND CONTACT DETAILS:  
UDIN :

**Signature of  
Authorized person  
With agency seal**

(To be given on the Company letter head)

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

Signature of authorized signatory

Name:

Seal:

Date:

Place:

**CRIMINAL LIABILITY UNDERTAKING**

(To be given on Notarised affidavit on Indian Non judicial stamp paper)

**Date:** \_\_\_\_\_

To

The Registrar,  
Odisha University of Technology & Research,  
Ghatikia, P.O.: Mahalaxmi Vihar,  
Bhubaneswar-751 029

The bidder has to furnish a certificate as per the format specified below along with the bid for not committed any offence.

I ..... aged about ..... S/o.....  
Proprietor/ Partner/ Director of M/s. \_\_\_\_\_  
At: \_\_\_\_\_ Po: \_\_\_\_\_, P.S: \_\_\_\_\_,  
Dist: \_\_\_\_\_ do solemnly pledge and affirm that I/my firm/company have not committed any offence.

- (a) Under the Prevention of Corruption Act 1988; or
- (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (c) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- (d) I/my firm/company have not been blacklisted/debarred by any Central/State Government Organisation/Bodies for the last 3 years.

DEPONENT (Bidder)

Name  
Address



**BID SECURITY SELF DECLARATION FORM**

Date: \_\_\_\_\_

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with Odisha University of Technology and Research, Bhubaneswar for a period of Two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to fur
- c) furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**ANNEXURE- VIII**

**To be submitted in Bid-I (Technical Bid)**

Give details of the major similar contracts (excluding Watch and Ward) handled by the tendering Manpower Service Provider during the **last five financial years** in the following format.

Sl. No.	Name of the client, address, telephone No	Manpower Service Technical and Non-Tech. such as Library Asst./ IT Infrastructure Staff, Electrician, Plumber, Lift operator, etc. Support provided	No. of persons	Duration of contract		Amount of contract (Rs. Lacs)
				From	To	

Minimum 5 years of work experience in a leading national level research and academic institute or university

\* Enclose photocopies of the contract/work order serially in the order, as mentioned in the format above for the ease of scrutiny)

\*\* Renewal of a contract is to be treated as one project.

(Signature of the authorized signatory)

Place :

Date :

Seal

**ANNEXURE- VIII (A)**

**To be submitted in Bid-I (Technical Bid)**

Give details of the major similar contracts (excluding watch and ward) providing more than 20 manpower in single single work orders handled by the tendering Manpower Service Provider during the **last Three financial years** in the following format.

Sl. No.	Name of the client, address, telephone No	Manpower Service Technical and Non-Tech. such as Library Asst./ IT Infrastructure Staff, Electrician, Plumber, Lift Operator etc. Support provided	No. of persons	Duration of contract		Amount of contract (Rs. Lacs)
				From	To	

\* Enclose photocopies of the contract/work order serially in the order, as mentioned in the format above for the ease of scrutiny)  
\*\* Renewal of a contract is to be treated as one project.

(Signature of the authorized signatory)

Place :  
Date :

Seal

**To be submitted in Bid-II (Financial Bid )****Financial Proposal****FINANCIAL BID**  
**(To be submitted in Cover-2)**

In Cover 2 : As per BoQ in Ms-Excel Format :

**FINANCIAL BID/BOQ**

Name and Address of the Bidder:

Price Details:

Sl. No	Category of Manpower	No. of Personnel	Cost per unit in INR					Total in INR
			Basic Remuneration	EPF (Employer Share) 13 %	ESIC (Employer Share) 3.25%	Service Charges in % and figure	GST as (applicable)	
1	Library Asst.	3	15,600/- consolidated per month					
2	IT Infrastructure Support/Office Asst.	10	15,600/- Consolidated per month					
3	Electrician	06	552/- per day					
4	Electrician	02	602/- per day					
5	Helper (Electrician, Plumber/Transport)	04	502/- per day					
6	Lift Operator	03	502/- per day					
7	DG Set Operator	01	552/- per day					
8	Plumber	04	552/- per day					
Total (Manpower Cost) in INR								

- a) Bidder with lowest evaluated competitive quoted price for the required service will be awarded with contract.
- b) The Basic Remuneration price is fixed which may be changed as per the notification by Govt. of Odisha .
- c) The bidder is required to quote the Service Charge in % by taking into account the management of all deployed personnel. The minimum service charge shall be 3.85% of per personnel per day mentioned at col. 7. The service charges should not exceed 7%. If a bidder quote service charge less than 3.85% or more than 7%, it will be treated as non-responsive and shall be disqualified.
- d) Service Charge quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages.
  
- e) The Service Charges will remain fixed during the whole contract period. It is not linked with the upward increase in the rates of minimum wages.
- f) The bids with “Nil” or very abnormally low quoted service charges will be treated as “Non responsive” and will be rejected during the financial evaluation stage.

Place: .....

(Sign and Seal of Authorized Representative)

Date: .....

**CHRONOLOGICAL ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID. (All the pages are to be numbered)**

**Please Note: All the documents should be indexed in front page of technical bid with proper Page No. because it is difficult to trace out the particular document for which authority will not be held responsible.**

**CHECKLIST FOR PREPARATION OF TENDER**

Sl. No.	Particulars	Yes / No	Page No.
1	Have you submitted the self-attested copy of valid Registration number of the firm/agency/ Legal Entity ?		
2	Have you read and understood various conditions of the tender and willing to abide by them and submitted the form ?		
3	Filled in Format for details of Tenderer (Annexure)		
4	Have you submitted tender cost of Rs. 2,000/- in the shape of demand draft (DD)?		
5	Submitted EMD of INR 70,000/- in the shape of demand draft (DD) Or bid declaration form ?		
6	Have you attached self-attested copy of the documents to show the financial status of last 3 financial year (Annual turn over)?		
7	Have you attached Self attested copy of firm/company PAN with last 3 year IT Returns(Financial Year 2021-22, 2022-23, 2023-24)		
8	Have you attached copy of registration certificate of GST		
9	Have you attached copy of registration certificate of EPFO,		
10	Have you attached copy of registration certificate of ESIC,		
11	Have you attached copy of registration certificate of Labour license		
12	Copy of Audited Balance sheet of firm/company last three years (Finance year 2021-22, 2022-23, 2023-24)		
13	Have you attached the self-attested experience certificate (work order) issued by the organization / Govt. Departments or any other reputed organizations?		
14	The registered Office or one of the branch offices should be located in Bhubaneswar		
15	Valid registration certificate issued by District Labour Officer for caring on business of commercial purpose.		
16	ISO 9001: 2015 and ISO 27001:2013 certification.		
17	Is your Price Bid (BOQ) submitted as per the prescribed Format in Ms Excel		NA
18	Have you submitted Notarised affidavit for Non blacklisted		
19	Any other		

Signature of the Tenderer

Stamp &amp; date

**ANNEXURE-XI**

**Model Bank Guarantee Format for Performance Security**

**WHEREAS**..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no.                    dated to supply ..... (description of goods and services) (herein after called “the contract”).

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the ..... day of ....., 20.....

Our..... branch at .....\* (Name & Address of the .....\* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....  
.....

Seal, name & address of the Bank and address of the Branch

\* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.