

**Tender for engagement
Of
Security Guards and Data Entry Operator
Through Outsourcing Services.**


Tender No-MLU/ 334 /2021

Date: 21.08.21

Sealed tenders are invited from interested reputed firms/ organizations/ Agencies having valid license, GST No., Income tax Clearance Certificate etc for providing 08 (eight) nos. of Security Guards and 01 (one) no. of Data Entry Operator for engagement for one year on outsource basis at Madhusudan Law University, Cuttack.

The detailed terms and conditions for Outsourcing Services are available in our University website www.mlu.ac.in which may be downloaded. The tender documents should be accompanied with two Demand Drafts amounting of **Rs.6,000/- (Rupees six thousand only) towards tender paper cost (non-refundable) and Rs.50,000/- (Rupees fifty thousand only) towards EMD.** The above amounts should be paid in favour of the **Comptroller of Finance, Madhusudan Law University, Cuttack, Payable at SBI, Cuttack.** The last date of receipt of the quotations / tenders through speed post /Regd. Post courier or by Person on 31.08.2021 by 3:00 P.M. and the quotations and the tenders shall be opened on 01.09.2021 at 3:00 P.M. in presence of the members of the tender Committee of the University and participants. The services availed on outsource basis may be remunerated as per Finance Department Memorandum No. 28090 dtd. 22.09.2017.

The University authority reserves the right to accept or reject any or all tenders without assigning any reason thereof. The authority shall not be responsible for any postal delay.


Registrar
Madhusudan Law University,
Cuttack
Registrar
Madhusudan Law University
Cuttack

DETAILED TENDER CALL NOTICE

1. Sealed tenders from the experienced Organisations / Firms / Agencies for providing Security Guard and Data Entry Operator to Madhusudan Law University, Cuttack will be received up to 3:00 P.M. on or before 31.08.2021 by the Registrar, Madhusudan Law University, Cuttack and will be opened by the Registrar, Madhusudan Law University on 01.09.2021 in the office of the Registrar at 3:00 P.M. in presence of members of Tender Committee of the University and participants.
2. If the tender sent through Registered Post / Speed Post don't reach the concern office in time, the office will not consider on any account even if the tender documents were despatched by the tenderer before the due date.
3. If the office happens to be closed on the date of receipt / opening of the bids as specified, the bids will be received / opened on the next working day at the same time and venue.
4. Tender not accompanied with the tender cost and Earnest Money Deposit in favour of the concerned authority as specified in the tender call notice will be liable for rejection.
5. The Earnest Money Deposit of tenders who are not awarded with work will be refunded.
6. The tender may not be considered unless accompanied by attested true copies of valid Registration Certificate / Pan Card / GST Registration Certificate / EPF Certificate / ESI Certificate / Labour License of experience certificate etc.
7. The detail terms and conditions is enclosed for reference.

Sd/-
Registrar,
Madhusudan Law University, Cuttack

TERMS AND CONDITIONS

1. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities to any other agency or organization by whatever name be called without the prior written consent of the Authority.
2. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms and condition of contract making it liable for legal action besides termination of the contract.
3. The Authority reserves the right to terminate the Contract with one month written notice if the tenderer does not give satisfactory services.
4. The requirement of the University may increase / decrease from the initial engagement. During the period of contract, the bidder would have to provide additional service if required on the same terms and conditions. The service provider has to provide the required within 7 days of the requisition.
5. The persons deployed shall be required to report for work at the time as per direction of the Officer under whom he / she will work. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. He / She may also work on shift basis which will be determined by the concerned officer of the University under whom he / she will be deployed.
6. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the person deployed could be availed without any disruption.

7. The entire financial liability in respect of services deployed in the University shall be that of the Service Provider and University will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Authority.

8. The Service Provider shall be responsible for any theft, pilferage or other damages to the property of the University directly attributable to the negligency of the Security Guard / Data Entry Operator.

9. For all intends and purposes, the Service Provider shall be the “employer” within the meaning of different rules and Acts in respect of so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority.

10. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case, the grievances of the deployed person are not attended to by the Service provider the deployed persons can place their grievance before a Joint Committee consisting of a representative of University and an Authorized representative of the Service Provider.

11. The University shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.

12. The persons deployed by the 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 contract.

13. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office / University under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.

15. The Service Provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

16. The Service Provider shall provide a substitute well in advance if there occurs any probability or the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

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

18. 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 University. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

19. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

20. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages act, Bonus act, Gratuity act, Provident Fund act and Workmen's Compensation Act framed by Govt. of India and as will be amended from time to time in respect of the persons deployed by it in University. The University shall have no liability in this regard.

21. The Service Provider shall also be liable for depositing all tax, levies, Cess etc. on account of service rendered by it to University to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested xerox copies of such documents shall be furnished to the Authority.

22. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of University or any other authority under Law.

23. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by University.

24. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the University is put to any loss/ obligation, monetary or otherwise, the Authority of University will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security

Deposit of the Service Provider to the extent of the loss or obligation in monetary terms.

25. The Service Provider should make payment to the personnel engaged by the agency in University from its own resource and reimburse the same amount from University after necessary compliance. However, the agency will ensure regular payment to the engaged in University by 5th of succeeding month. The agency should credit the monthly wages of the staff of their individual bank account by depositing the appropriate amount in the bank.

26. The Service Provider shall raise the bill, in triplicate and submit the same to the prescribed authority in the first week of the succeeding month alongwith i) attendance sheet duly verified by the officer concerned in respect of the persons deployed, ii) wages sheet of the month with proof of deposit in their individual bank account & iii) documentary evidence of deposit of EPF and ESI dues relating to previous month for release of the monthly bill. The payment will be released by the second week of the succeeding month in shape of Account Payee Cheque / credited to its Bank Account by University.

27. The Service Tax will be paid alongwith the bill as per Service Tax Rule.

28. The Service Provider is required to submit the monthly bill as per Rule-4A of Service Tax Rule.

28. The claims in bills regarding Employees State Insurance, Provident Fund, Service Tax and any other taxes levies, cess etc. should be necessarily accompanied with documentary proof pertaining to the deposit of ESI, EPF, Service Tax or any other taxes levies, cess etc. alongwith the bill. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Authority of the University.

29. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Service Provider shall be deducted from its monthly bills in the succeeding month.

30. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

31. In the event of any dispute arising in respect of the clauses of the contract the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the Vice-Chancellor of the University for his decision and the same shall be final and binding on both the parties.

32. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, is located.

33. The University authority shall have no liability to give any scope for employment to the persons engaged by the tenderer in Madhusudan Law University, Cuttack.

34. All other benefits applicable to Security Personnel / DEO as per Labour Law non-force in accordance's with Odisha Labour Contract Rules 1975.

Sd/-
Registrar,
Madhusudan Law University, Cuttack