



**(Odisha Rural development and Marketing Society)
Panchayati Raj & Drinking Water Department,
Government of Odisha**

**INVITATION FOR BID (IFB)
FOR
SELECTION OF OUTSOURCING AGENCY FOR PROVIDING
DIFFERENT PERSONNEL ON CONTRACT BASIS**

SIRD campus, Unit: VIII, Bhubaneswar-751012. Odisha, India.
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Odisha Rural Development and Marketing Society
Panchayati Raj & Drinking Water Department, Government of Odisha

Letter No.2629/ADMN/77/2018

Date :07/12/2018

TENDER CALL NOTICE

Sealed tenders are invited from eligible registered firms for providing service of different personnel on outsourcing basis to this office. The Tender Paper may be downloaded from the website www.ormas.org. The Tender Paper should reach ORMAS, SIRD Campus, Unit-VIII, Bhubaneswar–751012 during office hour 10.00 AM to 5.00 PM from 08.12.2018 to 28.12.2018. The last date for submission of Bids is on 28.12.2018 (till 1.00 PM) and the Tender Papers will be opened on same day at 3.30 P.M. ORMAS reserves the right to cancel the Tender wholly or partially without assigning any reason thereof.

Sd/-
Executive Director
ORMAS, Bhubaneswar

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Executive Director, ORMAS, Panchayati Raj & Drinking Water Department, Government of Odisha
2.	Method of Selection	L1 Selection Method (Least Cost Based)
3.	Joint Venture/Consortium	Not Allowed
4.	Date of Issue of Bid Document	07/12/2018
5.	Last Date and Time for submission of Bid	28.12.2018 (till 01.00 PM)
6.	Date of opening of Technical Proposal	28.12.2018 (03.30 PM)
7.	Date of opening of Financial Proposal	28.12.2018 (03.30 PM)
8.	Bid Processing Fee (Non-Refundable)	Rs.2,000/- (Rupees two thousand) + GST 12% extra in shape of Banker's Cheque / Demand Draft in favour of "ORMAS, Bhubaneswar" drawn in any scheduled commercial bank payable at Bhubaneswar.
9.	Earnest Money Deposit (EMD) (Refundable)	Rs.50,000/- (Rupees Fifty Thousand) in shape of Banker's Cheque/ Demand Draft in favour of "ORMAS, Bhubaneswar" drawn in any nationalize bank payable at Bhubaneswar.
10.	Address for Submission of Proposal	The Executive Director ORMAS, SIRD Campus Unit-8, Bhubaneswar, PIN-751012, Odisha.
11.	Mode of Submission of Bid	Speed post / Registered Post / Dropped in the Tender Box only to the address as specified above during the office hour only. Submission of bid through other mode and late bid will be out rightly rejected.
12.	Place of Opening of Technical& Financial Proposal:	Conference Hall of ORMAS, SIRD Campus, Unit-8, Bhubaneswar

For details, please visit: www.ormas.org

SECTION: I
LETTER OF INVITATION

RFP No:2629

Dated: 07/12/2018

Name of the Assignment: Selection of Outsourcing Agency for providing different personnel on contract basis to ORMAS

1. **Executive Director, ORMAS, Panchayati Raj & Drinking Water Department**, Government of Odisha (The Client) invites sealed bids from eligible bidders for engagement of “Manpower Service Provider” agency to provide service of different personnel on outsourcing basis.
2. The Manpower Service Provider will be selected under **L1 Basis (Least Cost Based)**.
3. The bid complete in all respect as specified in the Bid Document must be accompanied with a **Non-refundable** amount of **Rs.2,000/- (Rupees Two Thousand only) + GST 12% extra** towards **Bid Processing Fee** in shape of Banker’s Cheque / Demand Draft in favour of “**ORMAS, Bhubaneswar**” drawn in any nationalize bank payable at Bhubaneswar, Odisha failing which the bid will be rejected.
4. The bid must be delivered at the specified address as per the Bidder Data Sheet by **Speed post / Registered Post / Dropped in the Tender Box** only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. All the rates and amounts shall be quoted in Indian Rupees (IR) and shall be presumed to be in Indian Rupees unless specifically permitted to be quoted otherwise in this tender document.
6. The last date and time for submission of proposal complete in all respects is Dt.28.12.2018 (1.00 PM) and the date of opening of the technical & financial bid is Dt. 28.12.2018 (03.30 PM) in the presence of the bidder/ bidder’s representative at the specified address as mentioned in the “Bidder Data Sheet (Sl. No.10)”. Representative of the bidder may attend the meeting with due authorization letter on behalf of the bidder.
7. While all information/ data given in the Bid are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/ specifications/ narrations included in this document. The Client reserves the right to accept / reject any/ all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-
Executive Director
ORMAS, Bhubaneswar

SECTION: II

SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

- 1) The ORMAS, Panchayati Raj & Drinking Water Department, Govt. of Odisha requires the service of reputed, well established, financially sound and registered Manpower Service Provider to provide different man power on outsourcing basis in its office situated at SIRD Campus, Unit-8, Bhubaneswar- 751012.
- 2) The contract for providing the aforesaid manpower will be for a period of **One year** from the date of commencement of contract. The period of the contract may be further extended provided the requirement of the client for manpower persists at that time or may be terminated owing to deficiency in service or because of change in the ORMAS's requirements. ORMAS, however, reserves right to terminate this initial contract at any time after giving **15 days** notice to the selected Manpower Service Provider.
- 3) ORMAS has the tentative requirements of the manpower as specified below:
 1. Programme Assistant – 01 no. Skilled Category
 2. Call Centre Executive – 02 nos. Skilled Category
 3. Office Attendants – 02 nos. Semi Skilled Category
 4. Sweeper –cum- Cleaner – 02 nos. Un Skilled Category
- 4) The requirements may increase/ decrease in any/ all the categories. The eligible bidders, those have the capability of providing all types of manpower as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bids will not be taken into consideration.
- 5) The interested Manpower Service Providers should submit the tender document complete in all respects through Speed Post / Registered Post/ Dropped in the Tender Box so as to reach in **ORMAS, SIRD Campus, Unit-8, Bhubaneswar-751012** by 28.12.2018 (up to 1.00 P.M). The authority will not be responsible for any postal delay. Email / Fax / Late Bids will be summarily rejected.
- 6) The Tender has been invited under two bid system i.e. (i) Technical Bid and (ii) Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for providing Manpower Services to ORMAS, Bhubaneswar" and "Financial Bid for providing Manpower Services to ORMAS, Bhubaneswar ". Both sealed envelopes must be kept in a sealed third big envelope super-scribing "Tender Document for providing Manpower Services to ORMAS, Bhubaneswar ".
- 7) An **Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only)**, refundable (without interest), should necessarily be accompanied with the Technical Bid of the tender in the form of Demand Draft/ Banker's Cheque in favour of "**ORMAS, Bhubaneswar**" drawn in any nationalized bank at Bhubaneswar, failing which the tender paper shall be out rightly rejected.

The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case the successful Tenderer fails to sign the contract in specified time and / or fails to submit the requisite Performance Bank Guarantee.

- 8) The successful bidder will have to deposit a **Performance Security Deposit of 5 %** of the Contract value in the form of Bank Guarantee from any of the Nationalized Bank in Bhubaneswar in favour of “ORMAS, Bhubaneswar” covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly be renewed by the successful bidder.
- 9) The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 10) All entries and pages in the tender form should be legible and filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory to be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender.
- 11) Bid Validity: The Bid shall remain valid for a period not less than 60 days after the date line for submission of tender.
- 12) The competent authority of ORMAS reserves the right to reject all bids / terminate the tender process without assigning any reason thereof.
- 13) Joint Venture/ Consortium/ Sub Contracts are not allowed.

SECTION: III

Minimum Eligibility: TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER

The Manpower Service Provider should fulfill the following technical Qualifications to participate in the tender process: Absent of the following documents will be treated as Non-responsive.

1. The bidder must have Company/ firm registered under the Indian Companies Act, 1956 and be in similar kind of business for at least 5 years as on last date of submission of bid.
2. The bidder must have office in Bhubaneswar (Proof to be enclosed)
3. The bidder must be registered with EPF, ESI, PAN, GST and up-to-date IT return for last three years as on 31.03.2018.

The bidder shall furnish the following Self attested Document to establish the bidder's eligibility:-

- Copy of last three Financial years audited statement
 - Copy of PAN Card
 - Undertaking that firm is not debarred / blacklisted by Government.
 - Copy of EPF Certificate and latest challan deposit proof with latest ECR proof.
 - Copy of ESI Certificate and latest challan deposit proof
 - Copy of GST Registration Certificate
 - Copy of the Registration Certificate of Company/ Firm
4. Average Annual Turnover during last three financial years (as per the last published Balance sheets), should be minimum Rs.50.00 lakh (Rupees Fifty lakh) only per year as on 31.03.2018. Copy of the Audited Balance sheet and Profit & Loss Account to be attached. Provisional audit certificate will not be considered.

Financial Year	Turn Over Amount (Rs. in Lakh)	Remarks, if any
2015-16		
2016-17		
2017-18		

5. The bidder must have successfully completed similar assignments of only government / PSU during last five years as on last day of submission of bid as either of the following:
 - a. Three similar completed assignments each amounting to not less than Rs.8 lakhs providing minimum 20 persons per contract
 - or
 - b. Two similar completed assignments each amounting to not less than Rs.10 lakhs providing minimum 30 persons per contract
 - or
 - c. One similar assignment costing not less than Rs.20 lakh providing minimum 50 persons per contract

Similar assignment means: The assignment must be relevant to supply of Programme Executive, Call Centre Executive Office Attendants , Sweeper-cum-Cleaner etc. (Security Service is not applicable).

Work order mentioning details of order and amount of claim are to be attached in the prescribed format.
In complete/ ongoing contract or extended period of contract will not be considered for evaluation.

6. Affidavit by the authorized signatory of the bidder that the bidder has not **been blacklisted** by any Central / State Government (Central/ State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices must be submitted on original letter head of the bidder with signature and stamp (Annexure – A).
7. The Bidder must have furnished the EMD of **Rs.50,000/- (Rupees Fifty Thousand only)** in shape of DD or Banker's Cheque from any Scheduled Commercial Bank.
8. The Bidder must have own Bank Account in any of the nationalized bank situated in Bhubaneswar. Proof to be attached.

Signature of the Authorized Representative

Name:

Seal:

Date:

Place:

SECTION: IV

APPLICATION: TECHNICAL BID

For Providing Manpower Services to ORMAS

1. Name of Tendering Manpower Service Provider: _____
2. Details of Earnest Money Deposit: DD/ Bankers Cheque No. _____ Date _____
of Rs. _____ drawn on Bank _____.
3. Name of Proprietor/ Partner / Director: _____.
4. Full Address of Registered Office: _____

Telephone No. : _____ Mobile No.: _____
E-Mail Address : _____
5. Full Address of Operating / Branch Office: _____

Telephone No. : _____ Mobile No.: _____
E-Mail Address : _____
6. Name & Telephone No. of Authorized Officer / Person to liaise with Field Office (s):

7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years): _____
Telephone Number of Banker:- _____
8. PAN/ GIR No. (Attach attested copy): _____
9. Labour registration certificate No. (Attach attested copy) : _____
10. ISO 9001 certified No. (Attach attested copy): _____
11. Company Registration No. (Attach attested certificate) : _____
12. GST No. (Attach attested copy): _____
13. E.P.F. Registration No. (Attach attested copy): _____
14. E.S.I. Registration No. (Attach attested copy): _____
15. Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years on similar contract:

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

16. Additional information, if any (Attach Separate Sheet if space provided is insufficient):

17. Give details of the similar contracts handled by the tendering Manpower Service Provider during the last five years as on last date of submission of bid in the following format.
(if the space provided is insufficient, a Separate Sheet may be attached)

Sl No.	Name of Client address, Telephone & Fax No.	Manpower Service Provided		Amount of contract (Rs. in lakh)	Original Duration of Contract		The contract whether completed or on going	Remarks Contract extended ? Any disputes aroused ?
		Type of manpower provided	No. of staff engaged		From	To		

Signature of Authorized Person

Place:

Name:

Date:

Seal :

DECLARATION

1. I, Shri _____ Son/ Daughter/ Wife of Shri _____, Proprietor/ Director, 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. The information / documents furnished along with the tender 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 / our tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Place:

Name:

Date:

Seal :

SECTION: V
APPLICATION: FINANCIAL BID FORMAT

(Date)
To

The Executive Director
ORMAS, Bhubaneswar, Odisha

Dear Sir/Madam,

Ref: Tender for Selection of Man Power Service Provider for ORMAS.

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Man Power Service Provider .

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and ORMAS or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to ORMAS.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with ORMAS for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the ORMAS is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead ORMAS as to any material fact."

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2018
(Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:
(Name and Address of Company) (Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

FINANCIAL BID
For Providing Manpower Services to ORMAS

1. Name of the tendering manpower Service Provider :

2. Rate per person per month (8 hours per day)

Sl. No	Designation	No. of persons required	Minimum Salary per month* (including employee share of EPF and ESI)	Employer's Share		Service Charges	Total per person / per month/ 8 hrs excluding taxes (Col. 4+5+6+7)	Total Price to be quoted by Firm excluding taxes (Col. 3X8)
				EPF	ESI			
1	2	3	4	5	6	7	8	9
1	Programme Assistant	01						
2	Toll Free Executive	02						
3	Office Attendants (Semi Skilled)	02						
4	Sweeper-cum-Cleaner (Un skilled)	02						
	Grand Total							

In Word (Rupees _____)

*The agency must not quote their price below the daily wage price as per the state labour act.

** Service Charge must not be quoted NIL / Considerable/ Reasonable.

Signature of the Authorized Representative

Notes:

- The minimum salary for Programme Assistant and Call Centre Executive is Rs.12,000/-. The minimum salary for Office Attendants & Sweeper-cum-Cleaner staff shall not be less than the minimum wage fixed/ notified by the Government of Odisha.
- Bidders have to quote for all the positions under this tender and the bid with lowest evaluated monthly charges for the required manpower will be awarded with contract.
- 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 as per the actual.
- The Service Provider should sign an agreement with the client soon after getting the Work Order.

SECTION: VI
TERMS AND CONDITIONS

For Providing Manpower Services to ORMAS

GENERAL :

1. The agreement shall commence date of effectiveness of the contract and will be valid for a period of one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Contract shall automatically expire on completion of one year unless extended further by the mutual consent of the Manpower Service Provider and ORMAS. The contract shall be renewed on yearly basis on successful execution of Contract.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and ORMAS.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the ORMAS.
5. The rate and total should be entered both in figures and words and any correction should be attested under the Seals of the Firm. No revision of rates from that originally quoted will be allowed within the validity period. The rate should be quoted at work site inclusive of all taxes and duties as per enclosed Price Tender format. The prices should be quoted in Indian Rupees only.
6. Each page of this tender document should be signed by the Tenderer with seal in token of having read, understood and accepted the terms and conditions of this contract.
7. ORMAS at present has tentative requirement of 01 Programme Assistant (Skill Category), 02 nos., Call Centre Executive (Skill Category), 02 nos. Office Attendants (Semi Skilled) and 02 nos. Sweeper-cum-Cleaner (Un-Skilled). The requirement of the authority may further increase or decrease marginally, during the period of initial contract also and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
8. The Manpower Service Provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
9. ORMAS reserves the right to terminate the Contract during initial period also after giving **15 days notice** to the Manpower Service Provider.
10. The persons deployed shall be required to report for work at 10.00 AM and would leave office at 5.00 P.M. and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with ORMAS so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in ORMAS shall be that of the Manpower Service Provider and ORMAS will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid.
13. For all intents and purposes, the Manpower Service Provider shall be the "**Employer**" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against ORMAS.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. ORMAS shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of ORMAS and an authorized representative of the Manpower Service Provider.
15. ORMAS shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/ duties in ORMAS, or for payment towards any compensation.
16. 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.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted.
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance and other statutory dues, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

23. The retired officer, against whom a vigilance case or departmental proceedings or criminal prosecution is contemplated or pending or penalized for misconduct during the period up to ten years preceding his /her retirement, or is member of a Political party, will not be considered.
24. The period of engagement shall not be counted as Government service for purpose of pension and any other retirement benefit.
25. The engagement may be terminated at any time for unsatisfactory performance, any misconduct, misappropriation, negligence or causing loss to department.
26. In case the Officer desires to resign from the engagement, he/ she may do so by giving a notice of one month in writing to the Authority. After expiry of the notice period, the officer may be relieved after handing over full charges of records to the designated person as decided by the appropriate Authority.

LEGAL :

27. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
28. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in ORMAS. ORMAS shall have no liability in this regard.
29. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to ORMAS 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 ORMAS.
30. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of ORMAS any other authority under Law.
31. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
32. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, ORMAS is put to any loss / obligation, monetary or otherwise, ORMAS will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
33. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. ORMAS will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to ORMAS by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

34. The Technical Bid must be accompanied with an Earnest Money Deposit (EMD), **Rs.50,000/- (Rupees Fifty Thousand only)** (refundable without interest) in the form of Demand Draft drawn in favour of **ORMAS, Bhubaneswar** payable at Bhubaneswar failing which the tender shall be rejected out rightly.
35. The Earnest Money Deposit (EMD) in respect of the agencies which does not qualify for opening of Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
36. The successful bidder will have to deposit a Performance Security Deposit 5 % of contract Value only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of **ORMAS, Bhubaneswar**, covering the period of the contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful bidder. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
37. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited.
38. The Manpower Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by **ORMAS** in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively be released by the second week of the succeeding month.
39. The Manpower Service Provider will have to enclose the following along with the invoice:
 - Acknowledgement of receipt of wages by employees duly indicating the earnings, deductions towards EPF and ESI.
 - Copies of deposit challans of EPF and ESI or any other tax levied by Government of previous month. ORMAS may ask the agency for producing the originals of any document for verification.
40. 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 Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
41. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
42. All disputes shall be under the jurisdiction of the court at the Bhubaneswar.
43. The successful bidder will enter into an agreement with ORMAS to deploy of suitable and qualified manpower as per requirement, terms and conditions.

SECTION - VII

QUALIFYING DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Work orders
2. Attested copy of Registration Certificate of the bidder;
3. Certified copy of the statement of bank account of bidder for the last 3 years
4. Attested copy of PAN
5. Attested copy of GST registration certificate;
6. Attested copy of the E.P.F. registration letter / certificate;
7. Certified copy of the E.S.I. registration letter / certificate;
8. Certified documents in support of the Financial turnover of the bidder for the last three years;
9. EMD
10. Labour Registration Certificate

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER SIGNING OF AGREEMENT AND BEFORE DEPLOYMENT OF MANPOWER:

1. Manpower to be provided by the qualified bidder for deployment in ORMAS,
2. ORMAS containing full details i.e. date of birth, marital status, address, educational qualification etc.
3. Bio-data of all persons.
4. Undertaking from the persons to be deployed by the Manpower Service
5. Any other document / information considered to be relevant.

SECTION - VIII

FORM OF AGREEMENT

This Agreement is made on this _____ ORMAS represented by referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _ " are required in ORMAS.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the Agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider"

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and constituted as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " " in the ORMAS, Bhubaneswar in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid for a period of one year i.e. from _____ to _____.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the representative
Manpower Service Provider

Signature of Authority Authorized
to sign on behalf of ORMAS

In the presence of witness:-

Witness

1. Name:

Address:

2. Name:

Address:

Witness

1. Name:

Address:

2. Name:

Address:

SECTION - IX

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. Currently, the agency will provide the following 07 nos of personnel to ORMAS. They are :
 - a) Programme Assistant – 01 no. - Skilled
 - b) Call Centre Executive - 02 Nos - Skilled
 - c) Office Attendants - 02 Nos.- Semi Skilled
 - d) Sweeper-cum-Cleaner - 02 Nos- Un Skilled
2. The Agreement shall automatically be expired unless extended further by the mutual consent of the Manpower Service Provider and ORMAS.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the ORMAS.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the ORMAS.
5. ORMAS at present has tentative requirement to be deployed by the Manpower Service Provider. The requirement of the authority may further increase or decrease marginally, during the period of initial contract and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished to ORMAS while submitting the tender or at subsequent stage. In case, any of such documents furnished found to be false at any stage, it would be deemed to be a breach of terms of Agreement and liable for legal action besides termination of the Agreement.
7. ORMAS reserves the right to terminate the Agreement during initial period after giving **15 days notice** to the Manpower Service Provider if any violation of Agreement.
8. The persons deployed shall be required to report for duty at 10.00 AM and would leave office after 5.00 P.M. and may also required to work beyond 5.00 PM for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with ORMAS so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liabilities in respect of manpower services deployed shall be borne by the Manpower Service Provider. ORMAS will no way be liable. It will be the responsibility of the Manpower Service Provider to pay remuneration to the person deployed as given in the ToR and such proof as may be required by ORMAS.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against ORMAS.
12. The Manpower Service Provider shall be solely responsible for the redresal of grievances or resolution of disputes relating to persons deployed. ORMAS shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider, the deployed person can place their grievance before an appropriate authority of ORMAS.
13. ORMAS shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the contract period or after expiry.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted.
18. The Manpower Service Provider shall provide a substitute person well in advance if there occurs any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Employees Provident Fund and Employees State Insurance and other statutory dues, wherever applicable as per the provisions of Act & Rules made there under.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in ORMAS. The wages shall be paid to the persons as per the government notifications issued from time to time.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to ORMAS to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to ORMAS.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of ORMAS any other authority under Law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, ORMAS is put to any loss / obligation, monetary or otherwise, ORMAS will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. ORMAS will have no liability towards non-payment of remuneration to the persons deployed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities.

28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
29. The Manpower Service Provider shall raise the bill, in duplicate along with attendance sheet duly verified by ORMAS in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. As far as possible the payment will tentatively be released by the second week of the succeeding month.
30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished.
31. 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 Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
32. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
34. All disputes shall be under the jurisdiction of the court at the **Bhubaneswar**.
35. The Agency is expected to always keep available a reserve pool of personnel that can be tapped for immediate deployment on project. In case of any replacement, the outgoing resource must provide 2 weeks of handholding support to the fresh personnel to ensure continuity and smooth knowledge transfer. No post should remain vacant at any time.
36. The Agency is expected to provide professional, objective and impartial advice and at all times hold the interests of ORMAS paramount, strictly avoid conflicts with any other assignments/ jobs or their own corporate interests and act without any consideration for future work.
37. In case any of the proposed personnel are found to be not performing or not meeting the expectations of ORMAS, the Man power service provider shall find a replacement for the personnel. Director, ORMAS will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
38. Period of Contract: The Contract will be initially for the period of one year which is further extendable on the basis of performance and need of ORMAS.
39. Payment in Terms: The Payment will be made on monthly basis on submission of bills/ invoice.
40. Review Committee: The Review Committee consisting of ORMAS Purchase Committee members shall review the performance of the personnel deployed in ORMAS. The committee also review the role and responsibilities of the agency towards deployment of personnel in a smooth way. On the basis of the recommendation of the committee, the payment will be disbursed to the Agency.
41. Facilities to be provided by ORMAS: Work station will be provided to the Personnel to be deployed in ORMAS. The necessary equipments will be provided to them for smooth management of ORMAS.

SECTION - X
QUALIFICATION AND EXPERIENCE OF THE PERSON TO BE ENGAGED BY THE AGENCY

S No.	Name of the Post	Nos of Post	Age Limit	Maximum remuneration Per month	Minimum Qualification and Experience	Job Description
1.	Programme Assistant	01	Not less than 18 years and maximum upto 40 years	12000	<ol style="list-style-type: none"> 1. Minimum Graduate having PGDCA. 2. Must be having computer typing speed of at least 40 w.p.m. 3. Minimum 2 years experience as an Assistant. 4. Candidates working in govt projects and social development sectors shall be given added advantage. 	<ul style="list-style-type: none"> • Project Assistant shall perform data entry & clerical works . • The project assistants shall report to concerned cell to whom attached. • To be responsible for maintenance of files and registers regularly. • To ensure timely dispatch of letters, circulars, memo, with paper record to the concerned person / department. • S/he should not correspond with anybody in any confidential matter on behalf of ORMAS. • Any other task assigned by the authority from time to time • Due diligence in carrying out orders of the superior • Any other work as and when assigned by the Authority.
2.	Call Centre Executive	02	Not less than 18 years and maximum upto 40 years	12000	<ol style="list-style-type: none"> 1. Minimum Graduate having DCA. 2. Must be having computer typing speed of at least 40 w.p.m. 3. Minimum 2 years experience as an Assistant. 4. Candidates working in govt projects and social development sectors shall be given added advantage. 	<ul style="list-style-type: none"> • The Toll Free Executive shall perform data entry & clerical works . • The Toll Free Executive shall report to concerned cell to whom attached. • To be responsible for maintenance of files and registers regularly. • S/he should not correspond with anybody in any confidential matter on behalf of ORMAS. • Any other task assigned by the authority from time to time • Due diligence in carrying out orders of the superior • Any other work as and when assigned by the Authority.

3.	Office Attendants Semi skilled wages with VDA	02	Not less than 18 years and maximum upto 40 years	5720	1. Minimum 10th Pass. 2. Must be able to operate f Fax, EPABX, Scan, photocopier machine,	<ul style="list-style-type: none"> • They will be distributed to the respective officers and Section of ORMAS. • Their performance will be reviewed by the Dy. Director (Admin). • Any other work as and when assigned by the Authority.
4.	Sweeper-cum-Cleaner un skilled wages with VDA	02	Not less than 18 years and maximum upto 40 years	5200	8 th pass	<ul style="list-style-type: none"> • Their performance will be reviewed by the Dy. Director (Admin). • Activities: Cleaning, sweeping, moping and wiping of floors, staircase on daily basis from Monday to Saturday or as required by Officer-In-charge. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.30 AM. The persons deployed shall be required to report for work at 8.00 AM and would leave office at 6.00 P.M. and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. • Interval moping to be done at reception floor and other floors during office hours (9.30 AM to 5.00PM) • Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins. • Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon & 3.30 PM) with phenol and detergent etc and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done

						<p>regularly. Wash basins, urinals are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day.</p> <ul style="list-style-type: none"> • Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. • Cleaning of corridors staircases and common area with phenol in the morning and with plain water. • Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location. • To clean glass panes on doors, windows & partitions with soap/ cleaning agent. • Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours. • Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building. • Cleaning and sweeping of open area including balconies and roof tops with brooms.
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SECTION – XI

EVALUATION & SELECTION CRITERIA

1. Technical bid shall be evaluated first those bidder who fulfil the eligibility criteria.
2. The technical bid shall be evaluated and marking shall be awarded based on the following parameters/ criteria:

Evaluation Parameters	Maximum Total Mark	Criteria for award of Mark
Average Annual Turnover of last three financial years	20	More than 50.00 lakh – 70.00 lakh : 10 marks More than 70. Lakh - 1.00 crore : 15 marks More than 1.00 core : 20 marks Maximum 20 marks
Nos of Years of experience in similar assignment from the date of establishment of the firm.	10	More than 5 years: 2 marks for each year. Max. 10 marks
Nos of completed similar assignments in last five years with Govt/ PSUs. The contract must be having minimum 20 persons with 20 lakh contract value of at least 12 month period.	20	2 marks for each contract. Maximum 20 marks
Total	50 marks	

3. Financial proposal shall be considered those who qualify minimum eligibility criteria.
4. In case, bidders quote the same lowest price, than the firm with highest mark in the technical bid shall be awarded the contract. However, if bidders quote the same lowest price and their technical mark also become equal , than in that case, the bidder having the higher annual average turnover shall be awarded the contract.

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Executive Director
ORMAS, Bhubaneswar ,
Odisha

Dear Sir/Madam,

Ref: Tender for Selection of Man Power Service Provider for ORMAS

In response to the Tender Document for Selection of Manpower Service Provider for ORMAS, I/ We hereby declare that presently our Company/ firm M/s_____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body.

We further declare that presently our Company/ firm M/s_____ is not blacklisted/ debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled

Thanking you,

Yours faithfully,

Place: Signatures_____

Date: Name_____

Seal of the Organization_____