

ODISHA STATE HIGHER EDUCATION COUNCIL

Pustak Bhawan (2nd Floor), A-11, Suka Vihar, Bhubaneswar 751022

No. 161 Bhubaneswar Dt. 07.06.2017
12/OSHEC

From,

Smt. Dibarani Dora, OFS,
Finance Officer,
Odisha State Higher Education Council,
Higher Education Department

To,

The Director
I & PR Department

Sub: Open advertisement of tender for selection of agency to provide support staff on outsourcing basis to Odisha State Higher Education Council Higher Education Department

Madam/ Sir,

I am directed to invite reference to the subject cited above and to say that an advertisement is required to be published relating to selection of agency to provide support staff on outsourcing basis to Odisha State Higher Education Council Bhubaneswar. Matter to be published is enclosed herewith.

Therefore steps may kindly be taken to publish the same in one local widely circulated daily newspaper. Copy of the same advertisement may be supplied to this office for future reference.

Enc: As above

Yours sincerely,

Sd/-

(Finance Officer), OSHEC

Memo No. 162 dated 07.06.2017

Copy with copy of enclosure forwarded to Head, State Portal Group, Secretariat with a request to upload the details of Tender document in Higher Education Department's website.

Sd/-

(Finance Officer), OSHEC

Memo No. 163 dated 07.06.2017

Copy forwarded to the SPD cum-Joint Secretary to Government Higher Education Department for kind information.

Sd/-

(Finance Officer), OSHEC

Memo No. 168 dated 07.06.2017

Copy forwarded to Officer in Charge, PTC, Higher Education Department for kind information and further necessary action to publish the tender document in website of Higher Education Department.

Sd/-
Finance Officer,
Odisha State Higher Education
Council, Bhubaneswar

**GOVERNMENT OF ODISHA
ODISHA STATE HIGHER EDUCATION COUNCIL
DEPARTMENT OF HIGHER EDUCATION**

TENDER DOCUMENT

For providing Services of Data Entry Operators, Attendants to the Odisha State Higher Education Council, Department of Higher Education by a Private Manpower Service Provider:-

- (a) Period of issue of Tender Documents:- 2017-18
- (b) Date And time for submission of Tender Documents: 03rd July 2017 at 2 p.m.
- (c) Date and time for opening of
- (i) Technical bids : 03rd July 2017 at 3 p.m.
- (ii) Financial Bids of eligible Bidders : will be intimated.
- (d) Likely date for commencement of deployment of required manpower: 15.07.2017

CONTENTS OF TENDER DOCUMENT

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TENDER FOR SELECTION OF AGENCY TO PROVIDE SUPPORT STAFF ON AN OUTSOURCING BASIS

Scope of the Work and General Instructions.

- 1 Sealed tenders are invited from eligible firms/Agencies having adequate experience in providing personnel for data entry & support service on an outsource basis for day to day official work.
- 2 Interested bidders may obtain detail terms & conditions for taking up this assignment by downloading the tender document from the website www.dheodisha.gov.in.
- 3 **Instruction for Submission of bid:**

The tender should be submitted in two parts i.e Technical Bid (Cover-A) and Financial Bid (Cover-B). The bidders should submit their Technical & Financial bid separately in two separate envelopes and the same should be put into another cover envelop superscribed as "**Tender for Providing Support staff on an Outsource basis in reference No-1/17 ,07.06.2017**". The Technical and Financial Bid envelops should be clearly marked as Technical Bid & Financial Bid on the top of the relevant envelops and the name of the bidder at the bottom side of the envelops. All the envelops (Inner & Cover envelopes) should be addressed to:

**State Project Director,
Odisha State Higher Education Council,
Dept. of Higher Education, Govt. of Odisha
Pustak Bhavan, A-11, Suka Vihar, Bhubaneswar-751022
Phone:-0674-2545484, Odisha**

- 4 The bidder shall furnish an EMD of Rs.5,000/- in the shape of demand draft from any Nationalized/Scheduled Bank payable at Bhubaneswar and in favour of State Project Director, OSHEC, Bhubaneswar. The EMD should be put in the Technical Bid (Cover A) envelop.
- 5 Bidder who meet the eligibility criteria and qualifies in the technical bid evaluation (as per evaluation criteria mentioned below), their financial proposal shall only be opened.
- 6 Last date of submission of tender **3rd July 2017, 2 PM**
Date of tender opening (Technical Bid): **3rd July 2017, 3 PM**. The date of financial bid opening shall be communicated to qualified bidders only at later date.

A) Eligibility Criteria:

The firm

1. Should be in the business for at least 3 years in sourcing & providing personnel for data entry work and attendants.
2. Must have average turnover of **Rupees Twenty Lakhs** or more in the last three financial years from similar activity. The bidder is required to furnish a turnover certificate duly attested by a Chartered Accountant to this effect with the year wise break-up. In addition, they have to furnish the audited balance sheet, P&L Account statement (of last three financial years) duly signed by a Chartered Accountant.
3. Should have successfully executed at least two contracts of similar nature for any **Government/Semi-government** agencies/body during last three financial years. The bidder is required to furnish the copy of the Work orders of similar assignments along with the **Certificate of Successful performance issued by the concerned authority/ executed agency.**


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These information are to be furnished in the required format as mentioned in the Tender form (Cover A – Tender Form T2).

4. Should have a registered office or one of the branch offices in Bhubaneswar.
5. Should not have any track record of Contract termination of the previous assignments for providing personnel to institutions under Govt. of Odisha or any adverse report performance in institutions under Dept. of Higher Education, Govt. of Odisha or black listed by any State Govt./ Central Govt. Organisations.
6. Must have registered with appropriate registration authority.
7. Must have labour registration certificate.
8. Must be registered under EPF.
9. Must be registered under ESI.
10. Must have a PAN.
11. Must have Service Tax Registration Number.
12. Must submit the **EMD of Rs.5,000/-** in the shape of demand draft from a Nationalized/ Scheduled Bank.

B) QUALIFICATION REQUIREMENTS FOR SUPPORT STAFFS TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER.

DATA ENTRY OPERATOR

- He should be above 18 years of age and not exceeding 35 years.
- Minimum educational qualification: Graduate with PGDCA or equivalent in Computer Application.
- Should have typing speed of 4000 characters per minute in English and well conversant with Computer operation and essentially well trained in MS-OFFICE, INTERNET.
- Knowledge of English both written and spoken along with sound communication skills in Odia language.
- Minimum Take home pay: **Rs.7100/-** (Includes employee's share of EPF & ESI but excludes employer's share of EPF & ESI).

ATTENDANT

- She/he should be above 18 years of age and not exceeding 45 years.
- Minimum Qualification: 10th Pass (For Attendant).
- Minimum take home pay: **Rs.5740/-** (Includes employee's share of EPF & ESI but excludes employer's share of EPF & ESI).

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

Note: The Bidder is required to quote the Price (Service Charge), which reasonably & commercially feasible and there must not be any compromise on take home remuneration mentioned above. The bidder is required to sign the documents with seal on each and every page.

C) Evaluation & Selection Criteria:

1. Technical bid shall be evaluated first for those bidders who fulfil the eligibility criteria.
2. Minimum turnover requirement (To be assessed by Department/ Office keeping in view the present contract).


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TERMS AND CONDITIONS

GENERAL

1. The Service agreement shall be commence from the date of signing of the contract and shall continue till one year from the date of signing of the contract unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of the manpower deployed, breach of contract etc or change of requirements.
2. The service agreement may be extended further by the mutual consent of the Manpower Service Provider and State Project Director, OSHEC.
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 State Project Director, OSHEC.
4. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any third party agency.
5. State Project Director, OSHEC at present, has tentative requirement of Data Entry Operator (1no), Attendant (1 no). The requirement of the State Project Director, OSHEC may further increase or decrease marginally, during the period of contract also and the tenderer would have to provide additional Manpower Service, if required, on same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to Authority while submitting the tender or at subsequent stage. In case, any such documents furnished by it is found to be false at any stage, it would deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during the initial period also after giving 15 days notice to Manpower Service Provider if the service found unsatisfactory.
8. The persons deployed shall be usually required to report for work at 10 A.M. in the office of the State Project Director, OSHEC and would leave at 5 P.M. and may also required to work beyond 5 P.M. for which they 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 person deployed may be called on holidays to attend duty .
10. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the authority so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a


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- sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the office concerned.
12. For intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules and 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 State Project Director, OSHEC.
 13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to manpower deployed. State Project Director, OSHEC, 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 State Project Director, OSHEC and an authorized representative of the Manpower Service Provider.
 14. The Department 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.
 15. The person 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.
 16. 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.
 17. The persons 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.
 18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
 19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
 21. 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


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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.

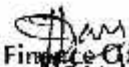
LEGAL

22. 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.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Office concerned. State Project Director, OSHEC shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Department or office concerned 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 the Department or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
26. 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.
27. 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 Department or the office concerned 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.
28. 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. State Project Director, OSHEC will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the assets / documents in the office premises by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.


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FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest in the form of Demand Draft / Pay Order drawn in favour of State Project Director, OSHEC from any of the nationalized /scheduled bank payable at Bhubaneswar failing which the tender shall be rejected out rightly.
30. The Earnest Money Deposit in respect of the agencies which are not qualified / selected in the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of award of contract, the EMD shall stand forfeited without giving any further notice.
31. The successful bidder will have to deposit a performance security amount of **Rs.10,000/- (Rupees ten thousand only)** in the form of Demand Draft in favour of State Project Director, OSHEC covering the period of contract or the extension thereof if any.
32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly certified by the authorized person of OSHEC or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Manpower Service Provider has to release the monthly salary of the persons deployed at the office by first week of succeeding month.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, etc. should be necessarily accompanied with documentary proof (Challan) pertaining to the bill of the preceding month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
35. 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.
36. 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.
37. 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.
38. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Bhubaneswar only.


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39. The successful bidder will enter into an agreement with State Project Director, OSHEC for supply of suitable and qualified manpower as per requirement of this office as per the above terms and conditions.
40. No overwriting and cutting is permitted in the Financial Bid form. In such case, the Tender shall be summarily rejected, however cuttings if any technical bid application must be initiated by person authorized to sign the Tender Bids.


Chairman
Odisha State Higher Education
Council, Bhubaneswar

TENDER FORM – T1

To be submitted in COVER A (Technical Bid)

(Pl. arrange the documents serially in the order as mentioned in the format below)

1	Name of the Firm/Agency	
2	Registered office Address of the firm /Agency Telephone No Email ID	
3	Office address of the Branch office in Bhubaneswar (if any) (If registered office is not in Bhubaneswar) Telephone No. Email ID.	
4	Name of authorized signatory (in block letters)	
5	Specimen signature of authorized signatory	
6	Telephone number of authorized signatory	
7	Draft number, Name of Bank & date of the EMD of Rs. 5,000/-submitted by the firm/Agency (yes/No)	
8	Registration no. of the Firm/Company	Year of Registration : (Furnish Photocopy of Firm/company registration certificate)
9	Registration Certificate (Labour) No.	(Furnish Photocopy of Labour registration certificate)
10	Service Tax Registration No	(Furnish Photocopy of Service Tax Registration)
11	PAN no (furnish Photo Copy of PAN)	(also Furnish photocopy of PAN)
12	E.P.F Registration No.	(Furnish Photocopy of P.F. Registration Certificate)
13	E.S.I. Registration No.	(Furnish Photocopy of E.S.I. Registration Certificate)
14	Audited annual financial statement of 2013-14,2014-15 & 2015-16	To be considered only if audited balance sheet & P/L account statement for 2013-14to2015- 16 is furnished. Attach photocopies of the audited Balance sheetandProfit&loss account of each year highlighting the turnover in support of that)
15	The organization have to submit the Affidavit (<i>On original Stamp Paper of relevant value certified by Notary</i>) with the following clauses: 01. Our organization has not been blacklisted by any Government Organization 02. Our organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. 03. Our organization agrees to abide by all terms & conditions of tender. 04. The price quoted by our organization is inclusive of minimum take home pay mentioned in the tender, all	Submit the Affidavit in Original Stamp Paper certified by Notary


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	statutory charges, administrative charges & taxes .	
16	Whether all documents submitted signed by the authorized signatory of the firm/agency (Yes/ No)	

Certified that the terms and conditions given with the tender call notice have been read carefully and acceptable to me/us and that the information furnished above is full and correct to the best of my /our knowledge. I / we understand that in case of any deviation in the above statement at any stage, my/our Firm/Agency will be blacklisted by your office and will not have any dealing with your office in future.

(Signature of the authorized signatory)

Seal

Place

Date

[Handwritten Signature]
 7/16/17
Finance Officer
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 Department, Bhubaneswar

TENDER FORM – T2**To be submitted in COVER A (Technical Bid)**

Details of major similar contracts executed by the Agency during the last three years in the following form

(Attach separate sheets if space provided is not sufficient)

Sl.	*Name of the Client, Place	Manpower Services Provided		Amount of contract (Rs. Lacs)	Duration of contract (Date of award of contract)	
		Types of manpower Provided	No.		From	To

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

(Signature of the authorized signatory)

Seal

Place

Date


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TENDER FORM – F1

To be submitted in COVER B (Financial Bid)

MONTHLY RATE / DATA ENTRY OPERATOR & SUPPORT STAFF

(Rate per person per Month inclusive of all statutory liabilities)

I. Monthly Rate per Person (Excluding Service Tax)

Sl. No.	Manpower Type	Monthly Rate per Person (Rs.)					Total per person/ Month (excluding Service Tax)
		*Take home remuneration	EPF (Employer's Share as per current rate)	ESI (Employer's Share as per current rate)	Other statutory dues, if any	**Service Charge	
1.	Data Entry Operator	1	2	3	4	5	6 = 1+2+3+4+5
2.	Attendant / Cleaning Staff						

II. Service Tax : Pl. mention the % of Service Tax to be chargeable (as applicable) on & above the monthly rate mentioned above :

III. * Minimum take home remuneration for Data Entry Operator should be Rs.7,100/- and for Attendant / Cleaning Staff should be Rs.5,740/- (Take home remuneration includes employee's share of EPF & ESI).

** The bidder is required to quote the price (Service Charge), which is reasonable and commercially feasible.

Date :

Signature of the Authorized Person
Full Name
Seal

Note: 1. The total rates quoted by the tendering agency should be inclusive of all statutory liabilities in force at the time of submission of bid.
2. The payment shall be made on conclusion of the calendar month only.


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