

Orissa Water Supply & Sewerage Board, OISIP, JICA.

(A Govt. of Orissa Undertaking)
Mahanadivihar, Cuttack –753004
E-mail ID ce_jica@owssb.in

TENDER CALL NOTICE (TCN)

OISIP, JICA, OWSSB, No. 879 10t 02.04.2022 (E-191)

Sealed tenders in two bid systems are invited from reputed manpower agencies / service providers to provide man power services of Junior Stenographer, Junior Clerk, Data Entry Operator-cum-Diarist, Peon & Night Watchman for a period of Eleven Months i.e. tentatively from 01.05.2022 to 31.03.2023 on out-sourcing basis for day to day official works in office of the Engineer-in-Chief_OISIP, JICA, OWSSB, Cuttack and its subordinate offices.

Intending bidders should download the detailed tender call notice (DTCN) within stipulated time period from official website of govt. of Odisha www.odisha.gov.in in all tender section. The cost of the tender paper is Rs. 10,000/- (non-refundable) which should be furnished by the bidders in shape of demand draft issued by any scheduled bank and drawn in favour of Engineer-in-Chief, OISIP, JICA, OWSSB, Cuttack payable at Cuttack and should be furnished in a separate envelope marked as "Cost of tender paper" with the bid document. The authority will not be responsible if any portion of the approved bid document is excluded or modified in the downloaded bid document.

The technical bid (including Bank draft for cost of tender paper and Bank draft for EMD) and financial bid (Annexure-V) should be sealed in two separate covers with superscriptions as "Technical bid" and "Financial bid" respectively and both should be kept in a 3rd sealed cover with superscription as "Tender for man power service provider" and should be submitted to the Engineer-in-Chief, OISIP, JICA, Orissa Water Supply & Sewerage Board, Mahanadivihar, Cuttack-753004 through speed post or registered post only, so as to reach the same to the address on or before 5.00 PM of 19.04,2022. The authority will not be held responsible for any postal delay of delivery of the tender document.

The technical bid shall be opened on 20.04.2022 at 12.00 Noon in the office of the Engineer-in-Chief, OISIP, JICA, OWSSB, Cuttack in presence of the tenderers or their authorized representatives.

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

ENGINEER-IN-CHIEF, OISII JICA. OWSSB, CUTTACK Memo 880/DL 02.04.2022 Copy along with copy of the DTCN forwarded to the Head, State Portal Group, I.T. Center of State Secretariat, Odisha, Bhubaneswar (email ld: tendersorissa@gmail.com) with a request to display the notice in the Govt. website from 03.04.2022 to 18.04.2022. Encl: - As above. ENGINEER AN CHIEF OF SID, JICA Memo 881/Dt 02.04.2022 Copy forwarded to Deputy Director (Advertisement) and Deputy Secretary to Govt., I & PR Department, Govt, of Odisha (ipradyt@gmail.com) for information, with a request to arrange immediate publication of above notice in one leading English National Daily (All India Edition) and in two leading Odia Daily (All Odisha Edition). Complimentary copy of the newspaper wherein the advertisement published may please be sent to this office for necessary action. ENGINEER TO CHIEF OR POSTOCA Memo 882/DI 02:04.2022 Copy submitted to the Principal Secretary to Govt. in H & U.D. Department, Odisha, Bhubaneswar for favour of kind information and necessary action. ENGINEER DISIR JICA Memo 883/Dt 02.04.2022 Copy forwarded to the Engineer-in-Chief P.H (Urban) / Chief Engineer, P.H. (Urban) / Member Secretary, OWSSB / Engineer-in- Chief, RWSS / Engineer-in-Chief, Roads / Water Resources / Chief Engineer, Buildings / Rural Works / Minor Irrigation / Managing Director, Orissa Lift Irrigation Corporation, Bhubaneswar for information with a request to display the Tender Call Notice in their Notice Board for wide circulation. ENGINEER-IN-COIRE OISIP 312A Memo 884/Dt: the 02.04.2022 Copy submitted to Collector-cum-District Magistrate, Cuttack / Khurda / Commissioner, Cuttack Municipal Corporation / Bhubaneswar Municipal Corporation for information with a request to display the Tender Call Notice in their Notice Board for wide circulation. ENGINEER IN CHIEF DIS POUTCA

Memo 885 /Dt. 02-04-2022

Copy forwarded to the Officer on Special Duty. OISIP, JICA, OWSSB / All Project Engineers, OISIP, JICA, OWSSB, Cuttack / Bhubaneswar for information with a request to display the Tender Call Notice in their Notice Board for wide circulation.

Memo 886 / Dt: 02 · 04 · 202 ENGINEER-IN-CHIEF SISIP DOA.

Copy to Notice Board.

ENGINEER-IN-CHIEF SISIP JICA



Orissa Water Supply & Sewerage Board,

ODISHA INTEGRATED SANITATION IMPROVEMENT PROJECT (OISIP), JICA. (A Govt. of Odisha Undertaking)

DETAILED TENDER CALL NOTICE (DTCN)
FOR

AWARD OF CONTRACT FOR PROVIDING OF SERVICES OF JUNIOR STENOGRAPHER, JUNIOR CLERK, DATA ENTRY OPERATOR-CUM-DIARIST, PEON & NIGHT WATCHMAN FOR A PERIOD OF 11 MONTHS TENTATIVELY FROM 01.05.2022 TO 31.03.2023.

TENDER DOCUMENT

(Rupees ten thousand only)
(Non-Refundable)

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Engineer-in-Chief



OISIP, JICA, Orissa Water Supply & Sewerage Board

(A Govt. of Orissa Undertaking)
Mahanadivihar, Nayabazar, Cuttack-753004.
Phone No.:0671-2444511. Fax No.: 0671-2441616.

TENDER DOCUMENT

For providing services of Junior Stenographer / Junior Clerk / Data Entry Operator-cum-Diarist / Peon / Night Watchman to OISIP, JICA, Orissa Water Supply & Sewerage Board by a Manpower Service Provide r on outsourcing basis.

1. Last date of downloading of tender document : 18.04.2022

2. Last date and time for delivery of Tender Document

through Speed post / Registered post : Upto 5.00 PM of

19.04.2022

(c) Date and time for opening of technical bid : 12.00 Noon of 20.04.2022

(d) Date and time for opening of financial bid : to be intimated later to

the bidders who qualify in Technical Bid

Evaluation.

(e) Likely date for commencement of Deployment of required manpower

01.05.2022.

Contents of Tender documents .

SI. No.	Description of content	Page No.
1	Scope of work and general instructions for bidder	3 & 4
2	Minimum Requirements for the tendering manpower service provider	5 (Annexure-I)
3	Qualification and Experience requirements for Manpower to be deployed	6 (Annexure-II)
4	Application form (technical)	7 & 8 (Annexure-III)
5	Declaration	9 (Annexure-IV)
6	Financial proposal	10 & 11 (Annexure-V)
7	Terms and Condition	12 to 16 (Annexure-VI)
8	Chronological order for arrangement of documents	17 to 18 (Annexure-VII)

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OISIP, JICA, OWSSB, Cuttage

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- The OISIP, JICA, Orissa Water Supply & Sewerage Board, Mahanadivihar, Nayabazar, Cuttack-753004 requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of Junior Stenographer / Junior Clerk / Data Entry Operator cum Diarist / Peon / Night Watchman on outsourcing basis for day to day official work.
- 2. (A) The contract for providing the aforesaid man power shall be for 11 months i.e. tentatively from 01.05.2022 to 31.03.2023.
 - (B) The contractual period may be extended beyond 31.03.2023 basing on requirement of manpower in OISIP subject to satisfactory performance of the man power service provider and on mutual consent of both the parties.
 - (C) The Contractual period may be curtailed / terminated before completion of 11 months, if the quality of man power deployed by the service provider is found to be sub-standard or the service of the man power service provider is found to be deficient in service. OISIP, JICA, OWSSB reserves the right to terminate this contract at any time after giving one month notice to the selected Service Provider, under any other circumstances also.
 - (D) If the service provider fails to provide manpower against any category of post or fails to provide substitute in case any outsourced person resigns or leave the job, a penalty calculated @ Rs. 100/- per day per person will be charged by the authority on account of delay.
 - The OISIP, JICA, OWSSB has tentative requirement for:

Junior Stenographer – 2 nos.

Junior Clerk – 11 nos.

Data Entry Operator cum Diarist – 05 nos.

Peon – 14 nos.

Night Watchman – 05 nos.

Total 37 nos.

The requirements may increase / decrease in any / all the categories.

 The approximate estimated cost of the contract is Rs. 50,70,024/- (Rupees Fifty Lakh Seventy Thousand Twenty Four) only.

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- The Tender document has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Manpower Service Providers may submit the tender document complete in all respect through Speed post / Registered post only along with Earnest Money Deposit (EMD) of Rs. 50,700/- (Rupees Fifty Thousand Seven Hundred) only in shape of Demand Draft drawn in favour of Engineer-In-Chief, OISIP, JICA, OWSSB, Cuttack payable in a scheduled Bank of Cuttack and other requisite documents as per this DTCN so as to reach by 05.00 PM of 18.04.2022 in the O/o the Engineer-in-Chief, OISIP, JICA, Orissa Water Supply & Sewerage Board, Mahanadivihar, Nayabazar, Cuttack-753004. The technical bid and the financial bid should be sealed in two separate covers with superscriptions as "Technical bid" and "Financial bid" respectively and both should be kept in a 3rd sealed cover with superscription as "Tender for man power service provider" and to be submitted through Speed post / Registered post only so as to reach by 5.00 PM of 18.04.2022 in the O/o the Engineer-in-Chief, OISIP, JICA, OWSSB, Cuttack.
 - 6. The various crucial dates relating to "Tender for providing Manpower Service to OISIP" are cited as under:

a) Period of downloading of tender document : from the website www.odisha.gov.in

b) Time line for receipt of Tender Document by : Speed Post/ Registered Post only

c) Date and time for opening of

a. Technical Bid

b. Financial bid of eligible bidders.

From 03.04.2022 to 18.04.2022

Upto 5.00 PM OF 19.04.2022.

12.00 Noon of 20.04.2022

To be intimated later to the bidders into qualify in technical bid evaluation.

d) Likely date for commencement deployment : 01.05.2022 of required manpower

7. The Bidders are requested to enclose all the required documents as per this DTCN including the documents mentioned at Annexure-VII, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further.

8. The competent authority reserves the rights to reject any or all the tenders without assigning any reason thereof.

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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

- 1. The tendering manpower service provider should fulfill the following technical and financial conditions.
 - (a) The Bidder should be registered under Registration-cum-Registrar of firms / Companies act/ Odisha shops and Commercial Establishment and should have a valid registration number.
 - (b) The bidder should have a valid GST number.
 - (c) The registered office or one of the branch offices of the manpower service provider should be located at Cuttack or Bhubaneswar.
 - (d) They should be registered with the Labour Department of Govt., of Odisha or any of its competent subordinate office.
 - (e) They should have their own Bank Account;
 - (f) They should be registered with appropriate authorities under Employees Provide Fund and Employees State Insurance Acts.
 - (g) The firm should have average turnover of at least Rs.50 Lakhs during the financial years 2018-19, 2019-20, 2020-21.
 - (h) He should have at least three years experience of providing similar categories of manpower to Government / Government Undertaking during the financial years 2019-20, 2020-21, 2021-22.
 - (i) They should be registered with Income Tax.

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QUALIFICATION & EXPERIENCE REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OISIP, JICA, ORISSA WATER SUPPLY & SEWERAGE BOARD, MAHANADIVIHAR, NAYABAZAR, CUTTACK.

- 1. She / he should be above 18 years of age and below 40 years of age on date of engagement.
- 2. Academic and Professional qualification required for different positions are as under.

SI. No.	Position	Minimum Qualification Requirement.
1	Junior Stenographer	 Graduate in any Discipline. Proficient in MS office applications (MS Word, Excel, Power point, Internet Applications). The candidate should be proficiency in MS office application. Working experience of one year as Stenographer. Should have stenography skill.
2	Junior Clerk.	 Graduate in any Discipline. Proficient in MS office applications (MS Word, Excel, Power Point, Internet Applications). The candidate should be proficiency in MS office application. Working Experience of one year.
3	Data Entry Operator- cum-Diarist	 Graduate in any Discipline. Computer Diploma (PGDCA or similar). Proficient in MS office applications (MS Word, Excel, Power point, Internet Applications). The candidate should be proficiency in MS office application. Working experience of one year.
4	Peon	Should be 10 th Class Pass.
5	Night Watchman	(1) Should be 10th Class Pass

3. Preference will be given to those candidates, who have worked previously in OISIP/ OWSSB.

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APPLICATION – FORM (Technical)
For Providing Manpower Services to OISIP, JICA, Orissa Water Supply & Sewerage Board

	Name of Tendering Many	Samply & Sewerage Board
	rendening Man	power Service Provider:
	2. Details of Earnest Mo	oney Deposit : DD Nodate
	rsdraw	n on Bankof
	3. Details of cost of te	ender paper : DD N
	Rsdraw	n on Bankof
	Tame of Froprietor / Parti	
	***************************************	***************************************
5	Full Address of Registered	l Office:
	Telephone	No.
	FAX NO	
	E-Mail Addr	P88
6	Full Address of Operating /	Branch Office:

	***************************************	••••••••••••••••••••••••
	Telephone N FAX NO	
	E-Mail Addre	
	L-Iviali Addre	SS :
7.	Name & telephone no. of	
	Authorized officer / person	
0		
8.	Banker of the Manpower Ser	vice Provider:
	(Attach certified copy of state	ment of A/c
	for last 3 years).	
9.	PAN / GIR No.	
	(Attach attested copy)	
	, шеской бору)	
10.	E.P.F. Registration No.	
	(Attach attested copy)	:
11.	ECI Deci 1 W	
Lila	E.S.I. Registration No.	6.
Pa	(Attach attested copy)	
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12.	GST No.	

13. Financial turnover of the tendering manpower service provider for the financial years 2018-19, 2019-20 and 2020-21.

Financial Year	Amount (Rs Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

(Certified copy of Balance Sheets for the above 3 financial years should be enclosed).

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider in Government/ Government Undertaking Agencies during the last three years 2019-20, 2020-21 and 2021-22 in the following format.

(If the space provided is insufficient, a separate sheet may be attached):

SI. No.	Name of client, address, telephone & Fax No.	Manpower Servi	Amount of contract in Lakhs	Duration of contract.		
	(only Govt./ Govt. undertaking Agencies)	Type of manpower provided.	No.		From	То

Certified document issued by the concerned Government Agencies/ Government Undertaking Agency for engaging the Manpower Service Provider for the last 3 years with the type of manpower engaged, numbers engaged, amount of contract and duration of contract should be enclosed.

 Additional information, if any: (Attach separate sheet if space provided is insufficient).

Date: Place: Signature of authorized person

Name: Seal:

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Engineer on Chief Cuttack

DECLARATION

ter / Wife of or / authorized it to sign this

- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Name: Seal:

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(FINANCIAL PROPOSAL) For Providing Manpower Assistance to OISIP, JICA, Orissa Water Supply & Sewerage Board

Name of tendering Man power Service Provider:

			Consolidated	EPF	ESI	Total per person per month (Rs)	Service charges in Rupees & Paise (to be filled up by tenderers)			
SI. No.	Category of Post	No. of Posts	Remuneration rate per month per person (Rs)	Employer's share (13.00%) (Rs)	Employer's share (3.25 %) (Rs)		In figure Rupees		In words	
							Rupees	Paise	Rupees and Paise	
1	2	3	4	5	6	7	8	9	10	
1	Junior Stenographer	2	11900.00	1547.00	386.75	13833.75				
2	Junior Clerk	11	11100.00	1443.00	360.75	12903.75				
3	DEO-cum- Diarist	5	11100.00	1443.00	360.75	12903.75				
4	Peon	14	10100.00	1313.00	328.25	11741.25				
5	Night Watchman	5	10100.00	1313.00	328.25	11741.25				
	Total	37								

Note:

(1) At present the remuneration for the aforesaid posts has been fixed by finance Department in their letter No. 30722 dtd 06.11.2021.

(2) The service charge is the clerkage / administrative cost etc to be quoted by man power service provider. The service charge should be filled up in rupees and paise both in figures and words.

(3) The employer's contribution towards EPF and ESI for personnel outsourced through service provider will be reimbursed over and above the amount of consolidated remuneration as mentioned in the above table, subject to satisfactory proof of such contribution made.

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(4) The man power service provider shall deduct both the employer's share & employee's share of EPF & ESI from the remuneration of the employees as per Govt, rule which may be changed from time to time and deposit both the employer's share and the employee's share to the concerned authority separately at the prevailing rates & submit the challan in support of deposit in each month to the paying authority before release of payment for the next month.

(5) The GST (as applicable) shall be paid by OISIP, as per prevailing rule to appropriate

(6) In case of any discrepancy between the "In figure" and "in words" of the quoted price, the amount "in words" will prevail.

Signature of the tenderer with seal

Engineer-in-Chief
OISIP, JICA, OWSSB, Cuttack

TERMS AND CONDITIONS

GENERAL:

- The Agreement shall tentatively commence from 01.05.2022 and shall continue for 11
 Month unless it is curtailed or terminated by the authority owing to deficiency of service,
 sub-standard quality of manpower deployed, breach of contract or any other reason like
 closure of any or all Packages of work etc. or change in requirements.
- The Agreement shall automatically come to an end after 11 months unless extended further by the mutual consent of the Manpower Service provider and the Authority.
- The Agreement may be extended, on the same rates with 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 Authority.
- 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 Authority.
- 5. The OISIP at present has tentative requirement of Junior Stenographer-02 (Two) nos., Junior Clerk- 11 (Eleven) nos., Data Entry Operator cum Diarist-05 (Five) nos., Peon- 14 (Fourteen) nos. & Night Watchman- 05 (Five) nos. The requirement of OISIP may further increase or decrease, during the period of contract and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions. If some of the above posts are filled up in full or part by Govt., / OWSSB / OISIP, than these posts shall be reduced accordingly.
- 6. The Manpower Service Provider will be responsible for correctness of the information 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.
- The Authority reserves the right to terminate the Agreement at any time after giving one months notice to the Manpower Service Provider.
- 8. The persons deployed shall be required to report for work at 10.00 A.M. in office of the Engineer-in-Chief, OISIP, JICA, OWSSB, Cuttack Any sub-ordinate offices or any other offices where deployed and would leave at 5.30 PM and may also be required to work beyond 5.30 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 proportionate deduction from the remuneration will be done.
- The person deployed may be called on holidays to attend duty and shall be paid no extra remuneration for attending such duty.

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- 10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with OISIP so that optimal services of the persons deployed could be availed without any disruption. The service provider should furnish the name of the coordinator to EIC, OISIP on or before signing of agreement.
- 11. The entire financial liability in respect of manpower service deployed in OISIP shall be on the Manpower Service Provider and OISIP will no way be liable for the same. It will be the responsibility of the Manpower Service Provider to pay to the persons deployed and the payment of salary should be made through NEFT/RTGS only.
- 12. 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 OISIP.
- 13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Board shall, in no way, be responsible for settlement of such issues whatsoever. In case of any dispute raised by any person in labour commission/ office/ court, the service provider will settle the issue without involving OISIP.
- 14. The OISIP/JICA/OWSSB 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 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 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 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 at the time of their engagement.
- 18. The outsourcing agency shall verify the certificate of the proposed persons regarding their age, academic and professional qualifications required for different positions as per Annexure-II of the Bid document and furnish a certificate to OISIP authority that "The outsourcing agency have verified the original certificates of the proposed persons regarding their age, academic and professional qualifications for different positions and the proposed persons satisfy the eligibility criteria as specified in Annexure-II of the Bid document"

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- 19. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, service tax/ GST authority etc., and a copy of the registration should be submitted along with the bid. 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.
- 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, 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 in handling the assigned work and their actions should promote good will and enhance the image of the Board. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 23. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 24. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid From. 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 bids.
- 25. The Financial bids of only those tenderers will be opened whose technical bids are found in order.

LEGAL:

- 26. 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.
- 27. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to OISIP 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 OISIP along with monthly bills.

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- 28. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Board or any other authority under Law.
- 29. 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 OISIP.
- 30. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the OISIP is put to any loss / obligation, monetary or otherwise, the OISIP 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.
- 31. 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. The OISIP 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 OISIP by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL:

- 32. The Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 50,700/- (Rupees Fifty Thousand Seven Hundred) only in the form of Demand Draft drawn in favour of the Engineer-in-Chief, OISIP, JICA, OWSSB, Mahanadivihar, Nayabazar, Cuttack payable in a scheduled bank at Cuttack, failing which the tender shall be rejected out rightly.
- 33. The successful tenderer will have to deposit a Performance Security of Rs. 4,60,911/(Rupees Four Lakh Sixty Thousand Nine Hundred Eleven) only in the form of Fixed Deposit Receipt (FDR) from any Scheduled Bank made in the name of the agency but hypothecated to the Engineer-in-Chief, OISIP, JICA, OWSSB, Mahanadivihar, Nayabazar, Cuttack, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer. The performance security will be refunded only after successful completion of the service to be rendered to the organization.
- 34. The Manpower Service Provider shall raise the bill, in triplicate, along with the absentee statement to be issued by OISIP in every month in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The man power service provider should furnish bank Statement of disbursement of salary through NEFT / RTGS deposit and EPF & ESI deposit challan copies of the previous month along with bill, failing which, the bills can't be considered for payment.
- 35. 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.

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- 36. 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 of the OISIP for his decision and the same shall be binding on all parties.
- 37. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 38. The successful bidder will enter in to an agreement with OISIP for supply of suitable and qualified manpower as per requirement of OISIP on the above terms and condition.
- 39. The Earnest Money Deposit in respect of the agencies which do not qualify in the Technical Bid/ Financial Bid shall be refunded 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 execution of agreement.
- 40. 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.
- 41. The claims in bills regarding EPF and ESI etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill 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 of Office concerned.
- 42. The amount of penalty calculated @ Rs. 100 per day per person on account of delay, if any, in providing suitable substitutes for the period beyond seven working days by the manpower service provider shall be deducted from its monthly bills in the succeeding month.

*Notes:- 1. Registration / License under the Contract Labour (Regulation and abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

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CHRONOLOGICAL ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

The technical bid should be submitted with following documents in a sealed cover with the superscription "Technical bid".

- DTCN Booklet except Annexure-V duly filled in and signed by the Bidder on every page as a token of acceptance of all the terms and conditions.
- Cost of tender paper i.e. Rs.10,000/- in the form of DD drawn in favour of the EIC. OISIP, JICA, OWSSB, Cuttack payable in a scheduled bank at Cuttack.
- EMD of Rs. 50,700/- in the form of DD drawn in favour of the Engineer-in-Chief, OISIP, JICA, OWSSB, Cuttack payable in a Scheduled Bank at Cuttack.
- Self Attested copy of registration of the firm under Registration-cum-Registrar of firms/ Companies act/ Odisha shops and Commercial Establishment.
- Self attested copy of valid GST Registration.
- 6. Self attested copy of registration of the Agency of Labour department/ office
- Certificated copy of the statement of bank account of the agency for the last three
 years.
- 8. Attested copy of PAN Card;
- Attested copy of the IT return filed by agency for AY 2019-20 and 2020-21.
- Attested copy of the P.F. registration letter / certificate;
- 11. Attested copy of the E.S.I. registration letter / certificate;
- 12 Certified Copy of the Balance Sheet for the financial years 2018-19, 2019-20 and 2020-21.
- 13. Certified documents issued by the concerned Government Agency/ Government Undertaking Agency for engaging the Man Power Service Provider for the financial years 2019-20, 2020-21 and 2021-22 with type of man power engaged, numbers engaged, amount of contract and duration of contract.
- 14. They should provide any other additional documents, if required by OISIP, during processing tender.

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DOCUMENTS TO BE PROVIDED IN FINANCIAL BID

1. The Annexure-V duly filled in & signed by the tenderer.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

- List of Manpower shortlisted by agency for deployment in OISIP containing full details i.e. date of birth, marital status, address, educational qualification etc along with the certificate as mentioned in SI. No. 18 of General terms and conditions.
- 2. Copy of all educational and experience certificates of all the manpower to be deployed, as specified in Annexure-II.
- 3. Any other documents considered relevant.

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DECLARATION

1.	Shri
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3.	The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
Date:	Signature of authorized person Name: Seal: