

# REQUEST FOR PROPOSAL

For

Selection of a Technical Manpower Service Provider

by

**ORSAC**

RFP No: 02-----, Dt: 5.05-----, 2023



## **ODISHA SPACE APPLICATIONS CENTRE (ORSAC)**

(Department of Science & Technology, Government of Odisha)

Plot no. 45/48 (Part), Jayadev vihar, Near Gopabandhu Academy of Administration Unit-16,

Bhubaneswar- 751023, Odisha

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Available as Downloads from: [www.orsac.gov.in](http://www.orsac.gov.in) and [www.odisha.gov.in/tender](http://www.odisha.gov.in/tender)

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## **NOTICE**


Request of Proposals / Tenders are invited from reputed and experienced Agencies for Selection of a Manpower Service Provider for hiring services to provide Skilled and Technical personnel (Project Scientists, Asst. Project Scientists, Project Assistants, Engineering Assistants, IT Hub Engineer, CAD/GIS Operators, Web & Mobile App Developer in the field of Agriculture/Computer/Statistics/Remote Sensing/Geomatics experts with Image processing / GIS experience) and Office Assistants & IT Assistant, on contract basis , through service providers, to implement the technical activities of various projects being implemented at Odisha Space Applications Centre for a period of 1 years from date of contract and the contract is extensible further for a maximum period of three years depending on the satisfactory performance of the engaged service provider / providers. One or more than one service provider will be selected / empaneled by ORSAC for this purpose through this RFP / Tender. Bid document can be downloaded from Tender Section of ORSAC's website [www.orsac.gov.in](http://www.orsac.gov.in) or from the Tender Section of Govt of Odisha Portal [www.odisha.gov.in](http://www.odisha.gov.in) .

  
**Senior Scientist &  
Administrative-cum-Accounts  
Officer ORSAC**



**Schedule of Events:**

Sl. No.	Information	Dates and Details
1	Tender Issuing Authority	<b>Senior Scientist &amp; Administrative-cum-Accounts Officer, ORSAC, Bhubaneswar, Odisha</b>
2	Hosting of the document on ORSAC Notice Boards / Govt Websites / Newspapers	<b>16-05-2023</b>
3	Estimated Value of the Tender	<b>Rs. 295.00 Lakhs Per Year</b>
4	Cost of RFP (Non-refundable)	Rs.2,500/- in form of DD /from any nationalized Bank in favour of ORSAC, Bhubaneswar.
5	Earnest Money Deposit (EMD)	EMD, only in the form of a Bank Draft, from a <b>Bhubaneswar Branch of any Nationalized Bank</b> , for Rs. 1,00,000/- (Rupees One Lakhs), for the Bid of " <b>Selection and Empanelment of Technical Manpower Service Providers by ORSAC</b> "; in favor of ORSAC, Odisha, Bhubaneswar, valid for 180 days from the date of opening of the technical bid.
6	Issue of Tender paper	<b>16-05-2023, 10.00 A.M onwards.</b>
7	Address for Submission of Bid	<b>Senior Scientist &amp; Administrative -cum-Account Officer, ORSAC, Plot No 45/48(P), Jayadev Vihar, Bhubaneswar,</b>
8	Last date of receipt of Pre-Bid Queries.	<b>By 17.00hrs, 23.05.2023</b>
9	Date of Pre-Bid Meeting	<b>At 11.00 Hours on 24-05-2023</b> , in ORSAC, Conference Hall, Bhubaneswar, Odisha.
10	Issue of Consolidated and Relevant Clarifications on the received Pre-Bid Queries.	<b>By 25-05-2023</b> , in the Website of ORSAC ( <a href="http://www.orsac.gov.in">www.orsac.gov.in</a> ) and Tender Section of Government of Odisha website ( <a href="http://www.odisha.gov.in/tender">www.odisha.gov.in/tender</a> )
11	Last date of receipt of Bids	<b>By 15.00 Hours, on 08-06-2023</b>
12	Opening of General Bids	
13	Opening Technical Bids of Generally Qualified Bidders and presentation of Technically Qualified Bidders	<b>Starting from 11.00 AM of 09-06-2023.</b>
15	Opening of Financial Bids and Declaration of Bidding Results.	<b>04.30 PM of 09-06-2023.</b>

  
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## 1.0 INTRODUCTION:

Odisha Space Applications Centre (ORSAC), the apex body of the State of Odisha for Space Technology Applications, was established in the year 1984. The Centre is located at Bhubaneswar in its own building at Jaydev Vihar. The Centre is equipped with sophisticated GIS & Computer laboratories with latest GIS and Image processing software. It has a team of well-experienced multidisciplinary Application Scientists to undertake Remote Sensing, GIS & DGPS/GPS based projects. In the field of Communication Technology application, the Centre runs GRAMSAT & EDUSAT programme. GRAMSAT includes Interactive Training Programme(ITP), Production & Telecast of developmental programmes in fiction based drama format, documentary format as well as news magazine format. EDUSAT includes telecast of live class room programmes and enrichment programmes for the benefit of High School students.

Remotely Sensed data from Earth Observation Satellites, in conjunction with field observations and collateral data, facilitates generation of information for decision making in a time and cost-effective manner for scientific management of our natural resources, for monitoring the environment and ecosystems as well as for assessment of damage due to natural disasters. To give substance to the above capability of the technology and to further the goals of Indian Space Programme, ORSAC has defined its objectives and relentlessly attempts to satisfy the same in the context of the needs of the state.

The objectives of ORSAC are:

- A. Establishment of up-to-date/near real-time satellite database and topographical / cadastral map library.
- B. Demonstration and operationalization of space technology application in the state.
- C. Application of Remote Sensing, GIS, DGPS/GPS and Communication Technology for several development planning activities.
- D. Creation of centralized facilities for interpretation and analysis of remote sensing data for developmental planning activities using Geographic Information System (GIS).
- E. Demonstration of multi-disciplinary application projects for mapping, monitoring and management of natural resources and environment.
- F. Participation in various projects defined under National Natural Resources Management system (NNRMS) programme of Indian Space Research Organization (ISRO).
- G. To provide up-to-date accurate and geo-referenced databases to resource managers, planners and decision makers for natural resource management, environmental monitoring, Infrastructure development and other development planning activities.
- H. Tele-Education and Telemedicine facilities through EDUSAT/ GRAMSAT Network.
- I. To act as a Centre of excellence for repository of State's natural resources, socio-economic, demographic and development data.
- J. To organize Orientation Workshops on Multi-disciplinary Application areas using Remote Sensing and GIS for different User Departments/Agencies at State, District level

  
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## 2.0 SCOPE:

The scope of this Contract is restricted only to outsourcing / hiring of Technical & Supporting Manpower in ORSAC, Bhubaneswar. The following definitions apply for these Manpower Services work.

2.1 Service Provider (SP): The Vendor or Contractor selected to provide Technical and Supporting Services. Well Qualified, properly trained, skilled and suitable personnel shall be provided by the SP.

### 2.2

1. PS : Project Scientist
2. ITHE : IT Hub Engineer
3. M : Manager
4. APS : Asst. Project Scientist
5. PA : Project Assistant
6. EA / DE: Engineering Assistant/Diploma Engineer
7. OA : Office Assistant
8. IA : IT Assistant
9. CGO : CAD/GIS Operator

2.3 Technical/Administrative Level Personnel (PS/ITHE/M/APS/PA/EA/DE/IA/CGO/OA) is the one who has to provide Technical/Support Services in various Computer labs/Administrative wings and also carry out field data collection required for the project/Administrative support respectively. Project specific work assignment relating to Remote Sensing, Image Interpretation, GIS Mapping, Raster to Vector Conversion, TS/GPS Survey & MIS Applications and hub management will be undertaken by the hired technical manpower as per the instructions of the concerned Scientists.

2.4 Approved Monthly Technical Manpower Engagement Rate as fixed by ORSAC, expected number of engagements / hiring through manpower supply agency / agencies and expected annual wage to be paid by ORSAC excluding ESI, EPF & GST is as under:

Sl. No.	Profile	Consolidated Remuneration per Month in Rupees	Expected Requirements/ Year	Estimated Annual Manpower Cost, Paid as Wages to the engaged Persons in Rupees.
1	Facility Management Engineer/Web Application & DB Management/UI/UX Developer	50,000.00	3	18,00,000.00
2	PHP Developer	42,000.00	1	5,04,000.00
3	Hub Engineer/Geo Informatics Professional	40,000.00	2	9,60,000.00

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Sl. No.	Profile	Consolidated Remuneration per Month in Rupees	Expected Requirements/ Year	Estimated Annual Manpower Cost, Paid as Wages to the engaged Persons in Rupees.
4	Project Scientist/Sr. Engineering Asst	35,000.00	12	50,40,000.00
5	Geo-ICT Professionals	32,000.00	3	11,52,000.00
6	Project Scientist/Sr. Engineering Asst./Accounts Book Keeper Professional/ Consultant	30,000.00	12	43,20,000.00
7	Android Developer	29,000.00	1	3,48,000.00
8	Sr. Project Asst./Geo-ICT Professionals	28,000.00	5	16,80,000.00
9	Geo-ICT Professionals	27,000.00	3	9,72,000.00
10	Geo-ICT Professionals	26,000.00	2	6,24,000.00
11	Sr. Engr. Asst./Electrical Asst./IT Asst./Sr. Project Asst./Android Developer	25,000.00	17	51,00,000.00
12	Office Asst. (Accounts)/Accounts Asst.	23,000.00	4	11,04,000.00
13	Engr. Asst.(civil)/ CAD/GIS Operator	22,000.00	2	5,28,000.00
14	CAD/GIS Operator/Web Developer/Project Assistant/Geo ICT Professionals/Electrical Asst.	20,000.00	6	14,40,000.00
15	ITCAD Asst./ Engineering. Asst /Care Taker / Production Assistant / Office Asst/ Accounts Asst./ Proj. Asst./ Electrical Asst.	18,000.00	11	23,76,000.00
16	Geo-ICT Professionals	15,000.00	7	12,60,000.00
17	Attendant	12,000.00	2	2,88,000.00
<b>Total Manpower</b>			<b>93</b>	<b>2,94,96,000.00 (Say 2.95 Crore)</b>

**2.5 Outsourcing Management Rate (OMR)** is defined as additional amount over & above Technical Manpower rate, which represents administrative or management charges/overheads/other costs including cost for providing substitute manpower etc. and is required to be quoted by Service Provider as a **percentage of the Total Technical Manpower Engagement Cost**. Only Percentage value is to be quoted in the financial Bid.

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2.6 It is to be noted that ORSAC has experienced Poor service and performance by manpower Supply Firms due to unsustainably low OMR. Firms who have quoted low OMR are unable to manage the statutory welfare of the manpower deployed and many a times adopt unfair practices.

2.7 The OMR to be quoted is exclusive of all Taxes. All admissible Taxes and statutory payments EPF & ESI etc. Contribution will be borne by ORSAC. This quoted OMR should be in conformity with the latest guidelines of Odisha Finance Department circular if any, on Manpower Outsourcing Management Rate.

2.8 Basis of OMR Estimation is as under:

- A. The manpower supply firm requires 3 Persons having basic business managerial & office management skills to manage the man power deployment management for 93 persons, deployed the firm at ORSAC, Approx. @ One Man per 30 Persons to be deployed.
- B. Annual cost of Wages cum Opportunity Cost of these 3 persons in manpower Supply Business is Approximately @ Rs. 50,000/- / PM = Approx. Rs. 18.00 lakhs including EPF and ESI and other taxes.
- C. Required Office Space @ 100 Sq. Feet / Persons = 300 Sq. Feet
- D. Office Rent including Electricity, Telephone, Computers, Internet etc. @ Rs. 125/ Sq. Feet / Month (Market Rate) = Approx. Rs. 4.5 lakhs per Year.
- E. Cost of capital: Interest towards PBG @ 5%= Approx. Rs 1.10 lakhs
- F. Total Estimated Cost of Managing Manpower Supply = B+D+E= Rs. 23.6 lakhs  
*Approx. 8.00 % of Rs. 295.0 lakhs.*

*Above estimate may be at variance with actuals.*

2.9 The Quoted OMR should be within a band of 25% of 8.0%, i.e. between 6.00 % and 10.00 % of Estimated Annual Manpower Cost. Bids quoting OMR beyond this 25% band of 8.0%, shall be summarily rejected.

2.10 It is to be noted that actual number of engagements may vary than above as per actual requirements and are to be supplied on the above pro-rata basis. Hiring of the technical personnel by SP will be coterminous with the project period or initially for a period of 1 year, which may be extended depending the project period and performance of the technical personnel.

2.11 **Working hours:** All Technical Manpower will be required to work during normal ORSAC Office hours starting from 1000 hrs to 1700 hrs for all working days of a month. In exigencies and whenever required, the deployed Technical Manpower are required to work beyond Office hours and on Holidays. In case of absence of Technical Manpower during these working days, there shall be a pro-rata reduction for each day of absence out of their monthly emoluments. No overtime or Extra time charges are allowed.

2.12 **Technical Manpower Contract Services:** The Technical Manpower shall perform following types of activities/ similar kind of activities in consultation with ORSAC Project-In-Charge/PIs & Co-PIs.

2.12.1 Analysis of Remote Sensing (RS) and other relevant data as per project requirements

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2.12.2 Geospatial analysis for various project works

2.12.3 Image Processing & GIS analysis using different commercial software packages or specialized software modules

2.12.4 TS/DGPS based survey for Forest, Mining, Urban & Forest Diversion purposes

2.12.5 Web enabling of Geospatial Model

2.12.6 Portal Development & creation of DSS

2.12.7 Field observations for collection of ground truth and Other Experimental data

2.12.8 Any other related activity given by ORSAC from time-to-time as per the project requirement.

2.13 **Continuous Services and Replacement:** Service Provider has to ensure that the Technical Manpower services are provided efficiently without any break/disruption. The Service Provider shall ensure supply of Technical Manpower without discontinuity during the period of service contract for executing the contract in its totality. In case the service provider is unable to provide substitute Technical Manpower of similar expertise, pro-rata amount will be deducted for each day of absence.

2.14 **Reports to ORSAC:** Service Provider will be required to provide consolidated reports on these services to EO and AAO of ORSAC from time to time.

2.15 **TA/DA Entitlement:** The Technical Manpower will have to go on tours for the project related work. The TA/DA Entitlement for the Contractual staff will be governed by the rules of ORSAC.

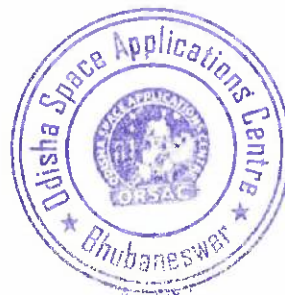
**2.16 QUALIFICATIONS & EXPERIENCE OF TECHNICAL MANPOWER :**

2.16.1 Total Technical Manpower deployment: Service Provider will deploy the required number of qualified Personnel to meet the contractual obligation for smooth running of Technical Manpower Services.

2.16.2 Requisite qualifications: Technical Manpower should have following qualifications:

Posts	Essential/ Minimum Qualification	Experience	Tentative Posts
Project Scientist (Thematic)	M.Sc. in Geology/Geography/Applied Geology/Applied Geography/Botany/Environmental Science/Marine Science with P.G Diploma in Rs & GIS/M.Sc. in RS & GIS or M.A Geography with PG Diploma in RS & GIS	Minimum 3 years of experience in Satellite Image Interpretation and GIS	12

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Posts	Essential/ Minimum Qualification	Experience	Tentative Posts
Project Scientist (MIS/IT)	B.Tech/M.Sc/MCA	Minimum 3 years of experience in GIS/Web GIS having sound knowledge in computing & programming	03
Assistant Project Scientist	B.Tech/M.Sc./MCA	Minimum 2 years of experience in GIS having sound knowledge in computing & programming.	03
Manager	Full time MBA from Recognized Institute	Minimum 3years experience in handling government projects/working with government departments/PSUS	01
IT Hub Engineer	MCA/B.Tech in Computer Science/ETC	Minimum 2 years of experience in operation of VSAT technology	01
Project Assistant (PA-I)	P.G in Geology/ Geography/Applied Geology/Applied Geography/Botany/Environmental Science/Marine Science/RS &GIS	Minimum 1 year of experience in satellite image interpretation and GIS	12
Project Assistant (PA-II)	P.G in Geology/ Geography/Applied Geology/Applied Geography/Botany/Environmental Science/Marine Science/RS &GIS	More than 2 years of experience in satellite image interpretation and GIS	28
Engineering Assistant / Diploma Engineer (Elect.)	Diploma/Degree in Civil/Electrical/Mechanical Engineering	Minimum 1-year experience in DGPS/ETS based field survey/ Electrical & Electronics maintenance	17

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Posts	Essential/ Minimum Qualification	Experience	Tentative Posts
Office Assistant	B.Sc /B.Com/B.A. with PGDCA, Typing speed minimum 40 words per minute.	Proficiency in MS Office, One-year experience in handling Tally/ERP Accounting	03
IT Assistant	B.Sc/B.Com/B.A with Office Management, PGDCA, Typing speed minimum 40 words per minute.	Proficiency in MS Office, One-year experience in handling Tally/ERP Accounting.	02
Geo-ICT Engineer	B. Tech Computer Science / Electrical /Civil /ETC /Mechanical	Minimum 1 year experience in Programming	11

**2.16.3 Selection criteria for Technical Manpower:** After initial screening and short-listing (based on the criteria defined by ORSAC) at the Service Provider's level, the Service Provider in consultation with ORSAC will arrange for a Technical Proficiency Test of Technical Manpower. ORSAC decision will be final and binding on Service Provider. Proficiency Test will be conducted by a Five Member Committee headed by the concerned PI and approved by the Competent Authority.

### 3.0 TOTAL TECHNICAL MANPOWER SERVICES WORKLOAD

3.1 The workload for the projects will be divided into "Technical Manpower months"

3.2 For accounting purpose, one Technical Manpower is equivalent to the work performed by a Technical Manpower on all working days in a month.

3.3 Service Provider is required to submit a clear and unambiguous undertaking that ORSAC approved minimum amount will be paid to Technical Manpower on monthly basis.

3.4 Service Provider is required to quote only the Outsourcing Management Rate or Administrative Charges (OMR) as percentage of total expected annual wage for the Technical Manpower, which is the additional rate over and above Technical Manpower rate mentioned at para 2.5. The OMR per Technical Manpower per year represents the Management or Administrative charges/ overheads / other costs etc. to be paid by ORSAC to Service Provider. This OMR shall not be less than OMR prescribed by the Finance Department, Govt. of Odisha if any.

3.5 Quotations are invited for tenure of Minimum of Three (03) years from the date of contract.

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3.6 ORSAC reserves the right to split the workload and enter into Technical Manpower Service Contracts with more than one Service Provider under this Tender.

3.7 The Service Provider will depute the manpower within two weeks/one month of the issue of the Work Order.

3.8 The engagement of Technical Manpower through the Service Provider should be co-terminus with the project period for the project specific posts.

#### 4.0 ELIGIBILITY CRITERIA FOR TECHNICAL MANPOWER SERVICE PROVIDERS

Under this Contract, the Service Provider will be providing Technical Manpower support services to various ongoing projects of ORSAC or any other future projects of ORSAC. For all technical activities required for successful implementation of various projects, ORSAC will support / provide in-house facilities like workstations/PCs, reference material, algorithm and format documents. As continuous interactions with ORSAC Scientists/Technical personnel, the Technical Manpower are required to work within ORSAC (or other pre-defined) premises.

To meet the above-mentioned requirements and mode of working envisaged, the Service Provider shall meet the following minimum requirements in order to technically qualify:

**4.1 Company Registration:** Service Provider must be an Established company registered under Indian Company Act 1956/2013, in existence for a minimum of 3 years on the date of issue of this tender, with necessary experience in providing Technical Manpower Services (Attach relevant P.O. copies, documents etc.). The Bidders should include documentary evidence of providing Technical Personnel only.

**4.2 Local Presence and Office Set-up:** The Service Provider must have a full-fledged Registered Business Establishment / Office in Bhubaneswar to manage the business of deployment of Manpower in and Around Bhubaneswar. Service Provider should provide all local contact information like address, landline phone, fax, mobile numbers, email-ID and Geotagged Photograph etc. Any make shift or residential space shown as Office shall lead to disqualification to participate in this tender.

**4.3 Annual Turn Over and Taxation:** Service Provider should have a Minimum annual turnover of Rs. 2.0 crore per year (Income Tax returns or Audited Financial statements of last three years with PAN or such other relevant documents required as proof), in the field of Providing Manpower Services for last 3 years. He should attach relevant documents, Purchase Order copies, service satisfaction certificates, etc. with technical bid. Separate Turn-over should be provided in the field of "Scientific/Technical Manpower Services.

**4.4 Technical Staff Strength:** Service Provider must have a Minimum existing Technical Staff strength of at least 20 (twenty) persons. Service Provider has to provide the list of regular Technical Manpower with their qualifications, experience etc. along with the technical proposal. The list of regular employees available with Service Provider for similar Contracts has to be clearly listed separately.

  
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**4.5 Office Facilities:** Service Provider should have the following minimum facilities at his establishment to support the Technical Staff of at least 50 persons.

4.5.1 Professional Office set-up, Laptop /Desktop computer with net facility, means of communication like landline, fax etc. along with professionally managed staff of at least 50 persons.

**4.6 Experience in Business and Past Service:** The service Provider shall attach certificate of Experience and Business of the Past Services.

**4.7 Certification from the Organization Regarding EFP & ESI Payment to the Employees:**  
The Firm shall submit the certification from the Organization regarding the deposition of EFP & ESI premiums of the employees for the service period.


**4.8 Deployment strategy:** Service Provider should clearly indicate in the technical bid, the proposed Technical Manpower deployment strategy with respect to current & new requirements and mechanism to ensure minimum level of absenteeism.

**4.9 Company Credentials:** Service Provider is required to enclose the following necessary documents along with technical bid to substantiate the above Service Provider selection criteria, failing which technical bid will not be considered or evaluated:

- 491 Latest Copy of Registration of the company of the contractor as Service provider indicating Registration No., date and its validity.
- 492 PAN No and GST No.
- 493 Copy of ESI Registration Certificate including ESI Registration Number (ESI Code Number)
- 494 Copy of employer's EPF Code No. and certificate if any issued by EPF authorities, and returns submitted to the EPF authorities
- 495 Solvency Certificate from a Nationalized Bank

**4.10 Non-Black-listed Company & Pending Criminal Cases:** Service Provider's Company should not have been banned or black-listed by any agency including Government/ Public Sector / Financial Institutions / Court. No Criminal Cases must be pending against the Service Provider or it's Owners.

**4.11 Inspection of Company by ORSAC:** EO/AAO or nominated officers of ORSAC shall visit the Service Provider's business premises for verification of information related to work orders/space/manpower etc. and other infrastructure facilities claimed. The technical bid of Service Provider, who is not able to substantiate/satisfy the technical requirements laid down in this tender is liable to be rejected.

  
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4.12 Service provider should agree to all the Conditions in Annexure-I and provide documentary proof, wherever necessary

4.13 **Reservation of right in awarding Contract:** ORSAC reserves the right to accept or reject any offer fully or partly without assigning any reasons. ORSAC reserves the right to reject any bid, and the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. ORSAC is at liberty to choose more than one Service Provider.

4.14 License from the District Labour Officer, for supplying the Manpower Service.

#### **5.0 SERVICE LEVEL AGREEMENT/SERVICE LEVEL CONTRACT MANAGEMENT(SLA/SCM)**

5.1 Service Provider will submit the list of short-listed Candidate (Indian National only) in the ratio of at least 1:3 so as to give ORSAC a choice in selecting the Candidate to be deployed along with their bio-data and other personal details like residential address, contact phone/mobile Nos., etc.

5.2 Service provider will make necessary logistic arrangements for the written test and interview of the candidates in consultation with ORSAC.

5.3 The Service Provider will deploy the candidates to carry out the work from the list of selected candidates chosen by ORSAC.

5.4 Service Provider will ensure that all the candidates deployed in ORSAC are bona fide employees of the Service Provider having valid vendor's Identification card with photograph. The Service Provider can-not subcontract this work to any other entity or agency.

5.5 Service Provider is required to obtain the Police Verification of the deployed candidates at his own expenses and submit the same to ORSAC authorities. Service provider has to ensure that candidates should be Indian National only.

5.6 Service Provider will deploy the Technical Manpower to carry out the work tentatively from **1<sup>st</sup> August, 2023** with due fulfillment of other terms and conditions like police verification etc.

5.7 Service Provider must employ Technical Manpower in sufficient numbers to take care of the additional or extra workload that may arise from time to time, during the contract duration. Service Provider should be able to provide any additional Technical Manpower support within short notice but not exceeding two weeks. ORSAC also reserves the right to decrease or increase the numbers of Technical Manpower at any time.

5.8 Service Provider will ensure that the Technical Manpower deployed by him at ORSAC are

  
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available for the respective project work for the total duration of the contract and frequent changes of the personnel to be avoided. In unavoidable situations, the Service Provider has to inform ORSAC in advance (minimum fifteen days) regarding replacement of Technical Manpower.

- 5.9 There should not be any break in Technical Manpower Services provided due to absence of any personnel for a prolonged (not more than 15 days) period. The Service Provider has to ensure suitable replacement with stipulated qualification, experience and expertise at the earliest and within 7 days for the same.
- 5.10 Service Provider shall be responsible for the good conduct of the personnel employed by him. The Service Provider will be responsible for and liable to pay compensation for any damage or loss to the property of ORSAC as a result of negligence / carelessness of any of his employees. This amount shall be recovered from the payment due to the Service Provider.
- 5.11 ORSAC will not be responsible for any contingency arising out of the deployment of the Service Provider's personnel in ORSAC premises. The Service Provider will be responsible for the safety of the deployed Technical Manpower. ORSAC shall not be responsible for any accident/injury/loss of life of Service Provider's Technical Manpower due to natural calamities, accidents etc. The Service Provider shall submit an Indemnity Bond, indemnifying ORSAC from any claims that may be filed by the staff deployed by the Service Provider, against accidents/loss/injury that may arise during their stay at ORSAC premises or during official tour. All the deployed manpower must be covered under Medical Insurance or ESI as deemed proper.
- 5.12 Service provider shall make his own arrangements for conveyance & other logistics requirements for Technical Manpower. ORSAC reserves the right to issue directions regarding replacement of any staff assigned to work on the site by suitable qualified staff, in the event that the particular staff hired by the Service Provider is determined to be incompetent or loses the confidence of ORSAC.
- 5.13 Service Provider is required to replace immediately or within 7 days, the Technical Manpower found unfit or unsuitable for the work assigned, during the tenure of the contract.
- 5.14 Service Provider and his employees shall abide by the security guidelines and rules followed in ORSAC from time to time. Whenever the Service Provider or his employees have to enter ORSAC, they should carry entry passes, issued by ORSAC & identity card provided by the Service Provider; and should produce the same as and when demanded. Their movement shall be restricted to only those places / Offices / laboratories where they are authorized to enter and work.
- 5.15 Service Provider will be required to adhere by the law of the land, in writing, with respect to

  
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protection of employees' rights and benefits while servicing this Contract.

5.16 Service Provider will also be required to adhere by the applicable statutory rules and laws of the land, laid down by Government of Odisha regarding the wages, benefits and rights for these Technical Manpower like PF, ESI / Medical Insurance Contributions, monthly wage statement leave statement, income tax deductions, etc. If required, ORSAC reserve the right to evolve a joint mechanism with the Service Provider or an independent mechanism for grievance redressal of Technical Manpower.

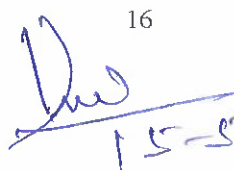
#### 5.17 RESPONSIBILITY OF ORSAC:

- A. Administrative cum Accounts Officer (AAO) and Establishment Officer (EO) of ORSAC will jointly coordinate and supervise the matters pertaining to Technical manpower Supply by Service Providers.
- B. Monthly and Quarterly Progress and Status Reports of Technical Manpower Supply shall be jointly prepared and furnished to CE ORSAC by AAO & EO.
- C. All PIs shall submit the Performance reports of the hired technical man power every month with ratings of Excellent or Good or Average or Poor. This performance reports shall be submitted to EO & AAO and is to be compiled and consolidated for perusal of CE and this is to be transmitted to the service provider for necessary action as required by ORSAC.
- D. All Technical works including Field work are to be carried out for different components of various ongoing project of ORSAC, Technical Manpower will work as per the instructions from respective Project-In- Charge/Pis/Co-Pis on day-to-day basis.
- E. ORSAC will provide necessary training to the Technical Manpower(s) as per the need of the project.
- F. ORSAC reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the Tender document at the time of award or subsequently during execution of the project.
- G. ORSAC has the sole right to engage more than one service provider and no empaneled or selected service provider shall demand any contract of supplying Technical Manpower to ORSAC.

#### 6.0 GENERAL TERMS AND CONDITIONS

6.1 Security norms for handling ORSAC material: As regards the security of handling of maps/ materials/equipment and sensitive data/ files at the system site, the arrangement will be worked out by the designated Officer of ORSAC. The Technical Manpower/Consultant of Service Provider will strictly follow the procedures so worked out.

6.2 Right to disqualify Technical Manpower: ORSAC reserves right to disqualify any of the Service Provider's Technical Manpower deployed for various reasons like technical

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incompetence, indiscipline, irregularity, insincerity, disobedience, doubtful credentials/ integrity etc.

- 6.3 Intellectual Property Rights (IPR): Work carried out by the Service Provider through his personnel will remain the sole property of ORSAC. Neither the Service Provider nor his personnel, carrying out the development work will claim any intellectual property rights on such works. The Intellectual property rights relating to the design and code given to and code/services received from the Service Provider selected shall remain the exclusive property of ORSAC. Service Provider or Personnel deputed by the Service Provider at ORSAC shall make no attempt to unlawfully reveal, misuse or encroach upon the intellectual or private data/information/ Computer systems at ORSAC to which they may have access to, as part of the work carried out.
- 6.4 Confidentiality agreement: Service Provider shall not reveal, divulge, transfer or disclose the information relating to the code, design, processes, algorithms, flow charts, figures, pseudo code etc., that are exclusively provided by ORSAC for its (ORSAC's) own requirements, to any third-party Service Provider shall not, without prior written consent from ORSAC, use such information for any purpose other than for fulfilling obligations under the Contract to be placed. Service Provider undertakes to restrict the access of non-Service Provider personnel and other customers/ visitors to their establishment, to any of the details of the job being performed under this Contract.
- 6.5 Non- disclosure agreement (NDA): Service Provider shall maintain absolute secrecy and security of the figures, flow charts, pseudo code, reference code etc., provided by ORSAC for the purpose of design, development, conversion, coding, implementing and testing or stored on various computing systems at ORSAC. Service Provider shall return the original and copies of the same to ORSAC after completion of the work. The technical information / papers / drawings to be provided by ORSAC from time to time, are for the execution of this Contract only; and should not be used / copied / reproduced / published in any form or disclosed to third party, by the Service Provider or his personnel. Thus, the Service Provider is required to sign a Non-Disclosure Agreement (NDA) with ORSAC. Service Provider will also be responsible for any violation or infringement of NDA by his personnel.
- 6.6 Fall Clause: The rates charged by the Service Provider for the Technical Manpower work, shall in no event exceed the lowest rates charged for the services of identical description, to any other party during the validity of the agreed rates. If, at any time during the said period, the Service Provider reduces the rates for the work to any other party, he shall forthwith notify such reduction of rates applicable to ORSAC and the rates payable under this contract for the services shall stand correspondingly reduced.
- 6.7 ESI / EPF coverage for Technical Manpower: The Service Provider shall comply with the statutory rules connected with Medical Insurance (ESI) and Provident Fund (EPF) and should

  
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be registered with the concerned authorities. In case of employees who opt for or are otherwise liable for EPF deduction from their salaries, ORSAC shall pay employers contribution for such employees on submission of supporting documents filed in the office of EPF Commissioner. Similarly, ESI payment shall also be reimbursed on submission of relevant documents.


- 6.8 Failure of Payment to Technical Manpower: A guaranteed consolidated amount specified at para 2.4 shall be payable to each Technical Manpower by the Service Provider on or before 10<sup>th</sup> of every month by cheque or deposit in their bank account. Failure to pay the specified amount to Technical Manpower including bouncing of cheques issued by the Service Provider will be viewed seriously and on receipt of such reports / complaints, no further payment will be released to the Service Provider unless documentary evidence is produced to establish of the satisfaction of the "E.O and A.A.O of ORSAC" that all the Technical Manpower have been paid their rightful dues and no payments are outstanding in this regard.
- 6.9 No obligation on ORSAC for permanent employment: Under no circumstances shall the Technical Manpower deployed by Service Provider claim any right of employment, regular or otherwise, at ORSAC, during and after the end of the contract period. The scope of this Contract is restricted only to outsourcing of Technical Manpower Services.
- 6.10 General terms & conditions: All other standard commercial terms and conditions of ORSAC/ Government of Odisha for a tender of similar nature shall also be applicable.
- 6.11 The terms and conditions mentioned above for the Technical Manpower will be valid for all personnel hired through Service Provider.
- 6.12 General undertaking: Service Provider has to give an undertaking that he agrees to all terms & conditions enunciated in the Tender as per Form-1 attached to this RFP.

## 7.0 ARBITRATION IN CASE OF DIFFERENCES OF OPINION

Any disputes that arise during the execution of contract will be mutually discussed and settled between ORSAC and Service Provider. Any dispute that remains unresolved thereafter will be referred to a One-man Arbitrator, appointed by CE, ORSAC, Bhubaneswar in accordance with Arbitration & Conciliation Act 1996 as amended, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Bhubaneswar and reference to arbitration is to be made within three months of the arising of the dispute.

## 8.0 DURATION OF CONTRACT

- 8.1 **Period of Contract and scope for extension:** Initial contract will be for a period of One (1) year from the date of contract. The Contract may be further extended depending on the need of ORSAC & mutually agreed terms and conditions. Maximum extension will be for 3 years after the 1<sup>st</sup> year.

  
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**8.2 Performance Review of Technical Manpower:** The performance of Technical Manpower Services will be reviewed by EO and AAO of ORSAC for initial three months. Depending upon the performance assessment, Technical Manpower contract will be continued for the remaining period. In any case, ORSAC reserves the right to decide the contract period at the time of award of contract.

## **9.0 MONITORING AND TERMINATION OF CONTRACT**

**9.1 Periodic reviews by ORSAC:** E.O and A.A.O of ORSAC shall carry out periodic reviews of the progress of the work at various stages during the contract duration. The Service Provider is required to provide all necessary information and cooperation, as and when solicited by ORSAC or the officer identified for this purpose.

**9.2 Contract termination and reduction of scope of services:** ORSAC reserves the right to terminate the Contract or reduce the scope and number of deployed Technical Manpower any time within the Contract duration at short notice, if the Service Provider fails to provide satisfactory quality Technical Manpower Services or fails to comply with any of the clauses mentioned above and laid down in the contract.

**9.3 Possibility of more contractors:** ORSAC reserves the right to enter in to contract, with one or more Technical Manpower Service Providers, at any time during the period of this contract and the decision of ORSAC will be final.

## **10.0 PAYMENT TERMS AND CONDITIONS**

**10.1 Monthly Payment to Technical Manpower by the Service Provider will be strictly as under:**

**10.1.1** The attendance system of ORSAC with time of entry and exit shall be adhered for the Technical manpower under the Service Provider.

**10.1.2** The Service Provider will pay the remuneration to all the ORSAC's hired Contractual employees under the contract, in the first week of every month for the previous month of engagement.

**10.1.3** The Service Provider will submit consolidated bills for the completed month in terms of total Technical Manpower along with the Outsourcing Management Rate or Administrative Charges including the statutory EPF and ESI contributions based on the attendance certificates from ORSAC, which are checked by Accounts Section and countersigned by EO & AAO, ORSAC.

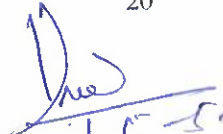
**10.1.4** The consolidated payment to the Service Provider will be released within third week of every month after receipt of all relevant documents stated above under

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due verification by ORSAC.

- 10.1.5 No advance payments shall be made to the Service Provider by ORSAC, towards the monthly wage payments for the hired manpower. Principle of Pay first and reimburse next shall be adopted.
- 10.2 Submission of Bills based on Work Reports: Payment with respect to the contract, against the consolidated bills submitted, will be made for each month, based on the extent of Technical Manpower work satisfactorily carried out the assigned works. Individual Work Reports for each Technical Manpower will be collected by the Service provider and a single consolidated bill should be submitted to ORSAC Accounts Department.
- 10.3 Accounting strategy: For accounting purpose, one Technical Manpower will be the work performed by the Technical Manpower for entire duration of one month. ORSAC will not pay any extra remuneration or charges for the work carried out beyond Office hours and Holidays, in case of exigencies.
- 10.4 Claim of Taxes by Service Provider: Only those taxes etc., which are legally leviable and already mentioned in tender commercial offer, will be claimed by the Service Provider and reimbursed by ORSAC as per documentary evidences.
- 10.5 EPF/ESI Contributions: The claims for reimbursement of EPF/ESI in respect of employer's contribution will be entertained only on production of original challans/bills thereof.
- 10.6 **Proof of Payment to Technical Manpower:** The Service provider is required to submit the documentary proof of remittance such as acquaintance rolls submitted to bank for depositing the amount to the individual account of each Technical Manpower including EPF & ESI contribution, failing which the bills for subsequent periods will not be cleared and paid. The details of payments have to be submitted to ORSAC by 20<sup>th</sup>- 25<sup>th</sup> of every month.
- 10.7 **Penalty Clause:** If the Service Provider is not able to maintain continuity in each and every individual Technical Manpower Services in any month due to absentees, attrition (persons leaving) etc. then penalty charge per absentee, equivalent to twice the OMR-Technical Manpower rate will be deducted from Service Provider's total payments for that month.
- 10.8 **Performance Bank Guarantee:** An amount equivalent to 10% of Annual contract value shall be remitted through Account Payee DD/Fixed Deposit Receipt (FDR) from a Nationalized Bank in favour of "Odisha Space Applications Centre, payable at Bhubaneswar", towards performance Bank Guarantee subject to following terms and conditions.

  
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- (A) Currently the Provisional Estimated annual contract value is Rs 295.00 Lakhs, and the PBG shall be paid as per actual estimate after evaluation of Bidding process depending on the OMR of the successful bidder.
- (B) The performance security shall be valid for at least 90 (ninety) days beyond the completion of contract period and shall be denominated in Indian Rupees payable at Bhubaneswar, issued by a Nationalized Bank in India through its branch in Bhubaneswar, Odisha.
- (C) The proceeds of the performance security shall be payable to ORSAC as compensation for any loss resulting from the service provider's failure to complete its obligations under this bid. ORSAC shall notify the service provider in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the service provider is in default.
- (D) The performance security shall be discharged by ORSAC and returned to the service provider within 30 days from the date of final certificate certifying the fulfilment of the performance obligations under this bid.
- (E) The Service Provider shall furnish Amendment to the performance Security if required within fifteen days of notification.
- (F) After six months of signing and executing the contract, the Performance Bank Guarantee may be reduced by ORSAC based on a quarterly estimated cost of Wages of the Supplied manpower, which is solely dependent on the absolutely satisfactory performance of the service provider and if it is only requested by the service provider in writing.

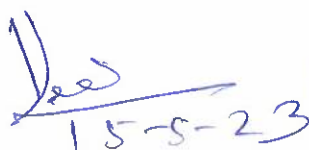
10.9 Insurance to ORSAC towards damage by Technical Manpower: The Service Provider will be responsible for and liable to pay compensation for any damage or loss to the property of ORSAC as a result of negligence / carelessness of any of his employees. This amount may be deducted from the payments made at the end of that month.

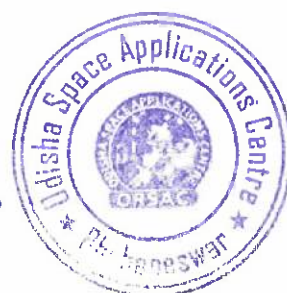
10.10 Income Tax deduction for Technical Manpower: Applicable Income Tax on the payment made to the service providers will be deducted or recovered at source on monthly basis as per Income Tax Act.

## 11.0 SUBMISSION EVALUATION OF TECHNICAL AND FINANCIAL BIDS

**Bid Process Schedule: Bid process schedule has been mentioned in the Notice inviting the Tender**

11.1 This is a two-part tender enquiry / evaluation. The Quotations are invited in two parts, separately, from experienced Service Providers, who can provide efficient Services of highest standards:

  
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**11.1.1 Part-I: Technical Bid:** This should contain (a) Technical Details covering all the technical aspects and compliance table (See Annexure-I) along with following documents, in the following order only;

- a) A brief profile of company mentioning address of its registered head office, address of local office in Bhubaneswar, contact no. (BSNL Landline, Mobile, fax and email id), names of important persons who may be contacted etc.
- b) Earnest Money Deposit (EMD) of Rs. **1,00,000/-** (Rupees One lakhs only).
- c) Certificate of Company's Incorporation / Firm's Registration.
- d) Copy of PAN, TAN and GST numbers.
- e) Copy of Income Tax Return for last three Financial Years i.e. FY 2020-21, FY 2021-22 and 2022-23.
- f) Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last 3 years towards Manpower Supply Business.
- g) Any document which can be taken as proof of similar type of activity /assignment completed or doing presently with other organizations.
- h) Copy of Service Tax Registration Certificate.
- i) Declaration by the Bidder to the effect that the company is not blacklisted by any Govt. Organization/ DGS&D / NCCF / PSU / Corporate Organization.
- j) Tender Acceptance Letter on Company's letter head which should be filled, signed and stamped/certified properly.
- k) Copies of experience certificates/order for award of contract for related services with other Departments of Government of Odisha/ Other Organizations. Only the documents related to previous award of contract for providing Technical Manpower (Project Scientists/Engineers/Manager/Project Assistants/IT Assistants/OA/CAD GIS Operators) should be submitted. Documents related to providing manpower for other services (housekeeping, security, supporting staff, data entry operator, etc.) should not be submitted.
- l) Copy of past EPF and ESI payments (last one year).
- m) Labour License.

Documents listed above must be submitted such that they are clearly readable/ legible as the poorly scanned documents may render the bid unresponsive at technical stage. The documents should be arranged in the above order and should be numbered properly. In addition to providing all details as per this Tender, Service Provider is required to fill up the compliance table given as Annexure-I and attach this along with the technical bid. If Service Provider fails to submit this Compliance Table, his offer is liable to be rejected. The Offer of Service Provider giving any false information, in response to information sought in this Tender, shall be summarily rejected.

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**EVALUATION OF TECHNICAL BID**  
**Technical Marks Scoring Sheet**

SL No.	Parameters	Total Marks	Scoring Criteria
01.	Experience in providing Technical Manpower to Govt. Organization (minimum for 3 years)	20	3-4 years =12 4-5years =16 More than 5 years =20
02.	No. of Govt. Organization / Large Corporate Organizations*/PSU served (minimum one)	20	1-2 =12 3-4 =16 More than 4=20
03.	No. of similar Technical Manpower deployed in last three financial years (minimum 20 nos.)	30	3-4 years =18 4-5 years =24 More than 5 years=30
04.	Annual Turnover of minimum 2.0 crore	10	2-3crores =06 3-4crores =08 More than 4 crores=10
05.	System Generated from EPF & ESI Portals and self-signed Consolidated statements of EPF and ESI payments, for last one year.	10	10 0 (Zero) if it doesn't meet the criteria
06.	Local office at Bhubaneswar	10	10 0 (Zero) if it doesn't meet the criteria

\*Large Corporate Organizations means the Corporate Organizations that employs more than 500 persons in its regular pay role and registered under Indian Companies Act 1956 & is a Public Limited Company.

ORSAC may seek written clarifications from the service provider soon after the bids submitted by them, during the evaluation process, if necessary. The Primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents. If no clarifications are provided by the bidder within the stipulated period of maximum seven working days, suo moto decision shall be taken by ORSAC and there will be no extension of stipulated period to provide the clarification.

The service provider / bidder scoring minimum **60 marks out of 100** in the Technical Bid Evaluation process shall be declared as the Technically Qualified Service Provider. The Financial bids shall be opened only for the Technically Qualified Service Providers.

**11.1.2 Part-II: Financial Bid:** The financial bid shall contain the price schedule (Bill of quantity/price bid) to be submitted which is (Form-6) available in the tender document. Bidders

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have to prepare this Performa on their letter head with filled rates in the second cover i.e. 'Financial Bid Cover'. Bid price in any other format is not acceptable and will result in disqualification of tender at financial bid stage.

Note: The price bid is to be submitted only in the second bid named "Financial Bid for Service Provider". Submission of Financial Bid with Technical Bid in one envelop, will make the Bidder liable to be disqualified.

**11.1.3** The rate quoted by the bidder shall be revised only on account of statutory revision in the Service Tax etc.

**11.1.4** The rate quoted shall remain valid for 150 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.

#### **11.1.5 Clarification on Bidding Documents**

Bidders, requiring clarification on the Tender Document may submit queries/ clarifications, if any, to ORSAC in writing, at the address indicated above as per the schedule specified.

#### **11.1.6 Amendment of Bidding Documents**

- (a) At any time prior to the deadline for submission of bids, ORSAC, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by issuing amendment(s).
- (b) All Bidders will be notified of the amendment(s) through the ORSAC website ([www.orsac.gov.in](http://www.orsac.gov.in)) as per the schedule specified and these will be binding on them. Therefore, Bidders are requested to visit the said portal on regular basis for checking necessary updates.
- (c) In order to allow bidders a reasonable time to take the amendment into account in preparing their bids, ORSAC, at its discretion, may extend the deadline for the submission of bids.

#### **11.1.7 Language of Bid and its Authentication**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and ORSAC shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

  
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The original and all copies of the Bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be supported by a written power-of-attorney accompanying the Bid. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

#### 11.1.8 Earnest Money Deposit (EMD)

- (A) The bidder shall furnish in a separate envelop, before the date of technical bid opening, a bid security for the amount of Rs. 1,00,000/- (Rupees One Lakh only) in form of account payee bank draft valid for a period of 120 days from the date of opening of bid.
- (B) The bid security shall be in Indian Rupees and shall be in the form of account payee bank draft in favour of “Odisha Space Applications Centre” Bhubaneswar, issued by a Nationalized Bank in India and having at least one branch office in Bhubaneswar, Odisha.
- (C) Unsuccessful bidder's bid security will be discharged or returned within thirty (30) days after the expiration of the period of bid validity.
- (D) The successful bidder's bid security will be discharged upon the bidder furnishing the performance guarantee.
- (E) The bid security may be forfeited either in full or in part, at the discretion of ORSAC as per 11.16 of this RFP. The decision of ORSAC regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

11.2 Offer Validity: The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.

11.3 Legibility in Quotation: Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is a difference between amounts quoted in words and figures, amount quoted in words shall only be considered.

11.4 Nomination of Representative: Service Provider is required to give the name of Contact person from his side for all relevant communications/interactions regarding this contract. The authority of person signing tender offer, should be produced, if required.

11.5 Banker Information: Service Provider should provide along with the offer, the name of his bankers.

11.6 Receipt of Tender in Time: Late or delayed tender offers shall not be considered. Therefore, please ensure that the tender is posted well in time to reach us before the due date.

11.7 No Conditional Discounts/ Terms: No conditional discounts and terms will be allowed.

  
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11.8 ORSAC team's visit to Company: If required ORSAC Officers may visit the Service Provider's premises for verification of information related to work orders/space/manpower etc. and other infrastructure facilities claimed. The technical bid of the Service Provider, who is not able to substantiate/satisfy the Technical Manpower requirements laid down in this Tender, is liable to be rejected. In any case, ORSAC reserves the right to accept or reject any quotation fully or partly without assigning any reasons.

11.9 Tax deduction for Service Provider: All taxes etc., which are legally leviable and intended to be claimed, should be distinctively mentioned in the tender commercial offer. The taxes etc. as applicable on such contract in the state of Odisha should be accounted for. Where this is not done, no claim on these accounts would be admissible later.

11.10 The price bid offer (Form-6) of those Service Providers only will be considered who satisfy selection criteria and who have given all information as required in the tender including Compliance Table given as Annexure-I. The Service Provider must meet necessary statutory and legal compliances. ORSAC will not be responsible for any legal action arising out of non-compliance to statutory and other similar legal compliances.

11.11 Closing Date: Tender bids shall be submitted as above without fail, on or before due date.

11.12 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of the Bid, and ORSAC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the tender. A bid submitted not in accordance with the requirement of this Tender shall be deemed to be non-responsive and shall be summarily rejected.

11.13 Minor Deviation Clause:

The ORSAC may relax a very minor deviation in Technical Bid as far as point to point adherence is concerned, so long as the deviation is suitably compensated or exceeded by any other higher specification or essential parameter to such an extent that the overall performance or services related capability do not get compromised. The decision of ORSAC in this regard shall be final and shall not be called upon to question under any circumstances.

#### 11.14 EVALUATION OF PRICE / FINANCIAL BID:

The price bids shall be opened only for the Technically Qualified Service Providers who secures a minimum Technical Score of 60 (Sixty Marks). The date, time and venue of the opening of price bids shall be communicated to the Technically Qualified Service Providers in advance. The authorized representatives of the Technically Qualified Service Providers may be present during the price bid

  
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opening process. The price bids in terms of OMR shall be scrutinized for their conformity to the specified formats and signatures. The price bids in terms of OMR not in specified format and/or not with signature of the authorized representatives shall be summarily rejected.

It is to be noted that the Quoted OMR by the Bidder should only be under a Mini-Max Criteria and within a band of 25% of 8.0%, i.e. between 6.00 % and 10.00 % of Estimated Wage Cost. Bids quoting OMR beyond this 25% band of 8.0% OMR, shall be summarily rejected.

Scrutiny and Evaluation of the Price Bids shall be conducted based only on the following criteria:

1. The evaluation of the price bids will be based on the combined Quality and Cost Based Selection (QCBS) Method and Mini-Max Commercial Bid Criteria.
2. Bid shall be submitted strictly as per the Bid Format of this RFP.
3. No conditions should be mention in the bid and conditional bids shall be summarily rejected.
4. Only the OMR Cost as a percentage (Not Price) submitted by the bidders in words and figures will be considered for evaluation.
5. In the event of difference between OMR Cost as percentage mentioned in figures and words, the OMR Cost in words shall be valid and binding.
6. In the event of difference between the price (OMR) mentioned in figures and words, the price (OMR) in words shall be considered valid and binding.
7. No request on bid evaluation process shall be entertained by ORSAC.

#### 11.5 COMBINED TECHNICAL AND FINANCIAL SCORE COMPUTATIONAL PROCESS :

Scores of the Commercial Evaluation would be weighed prorata on a scale of 100. The Bidder with the lowest commercial quote shall be awarded 100 marks. The marks obtained by the bidders in the Financial Bid evaluation shall be considered as Financial Score (FS). The Financial Score of the other Technically Qualified Bidders shall be computed as per the following formula:

*Combined Technical and Financial Score: CTFS = (NTS x 0.6) + (NFS x 0.4)*

Where:

1. NFS = Normalized Financial Score =  $100 \times (F_{min} / F_b)$
2. NTS = Normalized Technical Score =  $100 \times (T_b / T_{max})$
3. Fmin = Minimum Price (OMR in percentage) Quoted by any Bidder among all Technically Qualified Bidders.
4. Fb = Price (OMR in Percentage) quoted by the Technically Qualified Bidders.
5. Tb = Technical Score Obtained by any Bidder among all Tmax = Maximum Technical Score obtained by any Bidder among all Technically Qualified Bidders.
6. The Normalized Technical Score (NTS) and the Normalized Financial Score (NFS) secured by each Technically Qualified bidder shall be subjected to the Technical Weightage WT = 0.60 (the weight given to the Technical Proposal) and Financial Weightage WF = 0.40 (the weight given to the Financial Proposal).

  
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7. *The Combined Technical and Financial Score (CTFS) for Technically Qualified bidder (s) under this evaluation shall be computed as per the following formula:  $CTFS = (NTS \times 0.6) + (NFS \times 0.4)$*
8. *Bidder securing highest CTFS will be the preferred bidder in the bid evaluation.*
9. *In case of a tie in Combined Tech and Fin Score (CTFS), the firm having highest average annual turnover over with respect to manpower supply business in last 3 Financial Year will be chosen.*

#### **11.16 FORFEITURE OF BID SECURITY:**

The Bid security may be forfeited either in full or in part, at the discretion of ORSAC, on account of one or more of the following reasons:

1. The service provider withdraws his bid during the period of Bid validity specified by him on the Bid Letter Form.
2. The service provider fails to co-operate in the Bid evaluation process.
3. If the bid or its submission is not in conformity with the instruction mentioned here in.
4. If the service provider violates any of the provisions of the terms and conditions of the tender.
5. If the service provider is non-responsive or does not provide appropriate response to any clarification sought by the ORSAC within the stipulated time during bid evaluation.
6. In the case of a successful service provider fails to (a) accept award of work, (b) sign the Contract Agreement with ORSAC, after acceptance of communication on placement of award, (c) furnish performance security.
7. The service provider violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of ORSAC in timely finalization of this tender.
8. The decision of ORSAC regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. Default in any such a case may involve black-listing of the service providers by ORSAC.

#### **11.17 DISQUALIFICATION:**

The proposal is liable to be disqualified in the following cases or in case service provider fails to meet the bidding requirements as indicated in this Tender Document–

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
2. The service provider qualifies the proposal with his own conditions.
3. Proposal received in incomplete form.
4. Proposal received after due date and time.
5. Proposal not accompanied by all the requisite documents.
6. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
7. Bids not submitted with required certification.

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8. Commercial proposal enclosed with the same envelope as technical proposal.
9. Service Provider trying to influence the proposal evaluation process by unlawful, corrupt or fraudulent means at any point of time during the bid process.
10. In case any one party submits multiple proposals, the bids are likely to be disqualified, unless additional bids are withdrawn upon notice immediately.
11. Any deviations between technical and commercial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal.

Service Providers may specifically note that while evaluating the proposals, if it comes to ORSAC's knowledge expressly or implied, that some service providers may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal, then the service providers so involved are liable to be disqualified for this contract as well as prohibited from participation in any of the tenders floated by ORSAC in future.

## 12. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder can modify or withdraw his bid any number of times before last date and time for submission of bids.

## 13. OPENING OF BIDS

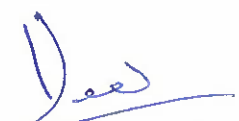
- 13.1 Technical bids will be opened by the Technical/Purchase Committee constituted for this purpose by the Centre. In case the bidder, or his/her representative, wants to attend the bid opening meeting, they must bring the authorization certificate from the original bidder and also intimate the Centre beforehand about their desire to attend the meeting.
- 13.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening process physically.
- 13.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.
- 13.4 Financial bids of the technically qualified bidders will be opened by the Technical/Purchase Committee.

## 14. AWARD OF CONTRACT:

ORSAC will award the Contract in part or full to the successful service provider having the best proposal with respect to the above-mentioned evaluation criteria. ORSAC is at liberty to choose more than one service provider with due negotiations with the bidders whose financial bids are successfully evaluated (Financially Responsive Bids), as per above evaluation process. No bidder can claim any award of contract. Decision of ORSAC shall be final in the matter of awarding the contract.

  
Senior Scientist & Administrative-cum-Accounts Officer, ORSAC

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## ANNEXURE-I

### TECHNO-COMMERCIAL COMPLIANCE TABLE

The service provider should give relevant details wherever required in the following compliance table and not simply fill in the answers as “yes” or “complied”. The service provider should also support the compliances by necessary documentary evidences along with the technical bid only, failing which his bid will not be considered.

Sl.No.	DESCRIPTION	COMPLIANCE STATUS (Yes/No)
1	Has the service provider submitted the tender in two separate parts? One part containing technical details, only? Has service provider submitted all technical literature/leaflets/ documents/purchase orders/tender fee/bid security etc. Along with the tech. Proposal? Service provider should not include any Price bid related information in this technical bid.	
2	Has the service provider submitted price bid alone separately? <b>(Please refer 11.1.2 &amp; form 6)</b>	
3	Has the service provider understood the definition of Project Scientist, Assistant Project Scientist, Manager, IT Hub Engineer, Project Assistant, Engineering Assistant/Diploma Engineer, Office Assistant, IT Assistant & CGO (Technical Manpower) and the outsourcing management rate or administrative charges for 1 technical manpower services work unit (1 OMR-technical manpower), and quoted in required format in the commercial price bid offer?	
4	Has the service provider agreed to give written undertaking that the mentioned minimum amount fixed by ORSAC Technical Manpower minus deductions for employee's PF & ESI contributions and pro-rata amount for each day of absence excluding holidays, will be paid to technical manpower on monthly basis? <b>(Please Refer Sections 2.4, 3.3, 6.8 and form 6)</b>	
5	Has the service provider distinctively mentioned separately all taxes etc. Which are legally leviable in price bid? <b>(Please Refer sections 10.4, 11.1.2, 11.9)</b>	
6	Is the service provider's offer valid for 120 days from the due date? <b>(pl. Refer section 11.2)</b>	
7	Has the service provider given the name of contact person/contract manager from his side for all relevant communications/ interactions regarding this contract? <b>(Pl. Refer Section 11.4)</b>	
8	Has the service provider provided the name of bankers? <b>(Please Refer Section 11.5)</b>	

  
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Sl.No.	DESCRIPTION	COMPLIANCE STATUS (Yes/No)
9	Does the service provider agree to deploy all the technical manpower with requisite qualification and with technical experience and skill sets mentioned? <b>(Please Refer section 2.16.2)</b>	
10	Does the service provider agree to the condition that technical manpower is Required to work during normal ORSAC office hours starting from 1000hrs to 1700hrs for calendar month and in exigencies and whenever required, the deployed technical manpower is required to stay back and work beyond office hours and on Holidays? <b>(pl. Refer sections 2.11)</b>	
11	Is the service provider's company registered under Indian Company Act, 1956/2013 and in existence for a minimum of 3 years on the date of issue of this tender and have necessary experience in technical manpower or similar services.? <b>(attach relevant p.o. Copies, Docs. Etc.) (pl. Refer section 4.1)</b>	
12	Does the service provider own establishment in odisha? Has service provider provided all local contact information? <b>(pl. Refer section</b>	
13	Whether the service provider's company has minimum turnover of Rs.2 crore per year in the field of technical manpower service for at least last 3 years? Whether relevant documents, p.o. Copies, service satisfaction certificates from the parties, and tax returns or audited financial statements of last three years with pan or other relevant documents attached? <b>(pl. Refer section 4.3)</b>	
14	Whether service provider has min. Existing technical staff (scientists/ technical personnel) of at least 20 (twenty) persons. Has service provider given details of all regular technical staff (scientists/ technical personnel) working in his establishment? <b>(pl. Refer section</b>	
15	Whether the service provider has the minimum facilities related to computer hardware & software etc. At his establishment, to support outsourced technical staff of 50 (fifty) Persons. <b>(pl. Refer section</b>	
16	Has the service provider attached certification from reputed User agencies, iso/high-level quality service certification in the relevant area, if available? <b>(pl. Refer section 4.6)</b>	
17	Has the service provider submitted in the technical bid, the proposed technical manpower deployment strategy with respect to current and new requirements and absentees along with technical proposal? <b>(pl. Refer section 4.7)</b>	
18	Has the service provider enclosed various necessary documents like registration details, income-tax PAN no, service tax/GST no., ESI registration certificate, ESI code no., EPF certificate, solvency certificate etc. Along with his technical bid to substantiate the selection criteria? <b>(pl. Refer section 4.8)</b>	



SLNo.	DESCRIPTION	COMPLIANCE STATUS (Yes/No)
19	The service provider's company should not have been banned, blacklisted by any Govt dept./central Govt. Unit/public sector unit/financial institution/court? Kindly confirm. <b>(pl. Refer section</b>	
20	Does service provider agree to visit by ORSAC officers to his premises for verification of information related to work Orders/space/manpower etc. And other infrastructure facilities claimed in technical bid?	
21	Does the service provider agree to get ORSAC approval / clearance of the deployed technical manpower services personnel? <b>(pl. Refer sections 5.1, 5.2 &amp; 5.3)</b>	
22	Does the service provider agree for not assigning/sub- Contracting this technical manpower services contract to any other sub- service provider/service provider/agency? <b>(pl. Refer section 5.4)</b>	
23	Does the service provider agree to provide police clearance certificate for all technical manpower deployed at ORSAC site under this contract?	
24	Will service provider deploy the required technical manpower at ORSAC within one month of the award of contract after fulfilling other terms and conditions like police verification etc.? <b>(pl. Refer section 5.6)</b>	
25	Does the service provider agree to adding (within two weeks) / removing (within 15 days) any technical manpower services personnel during the tenure of this contract? <b>(pl. Refer section 5.7)</b>	
26	Does the service provider agree not to re-deploy the technical manpower, working at ORSAC to any other site during contract's tenure and ensure their availability for the total duration of the contract and avoid frequent changes of the technical manpower? <b>(pl. Refer section 5.8)</b>	
27	Does the service provider agree that technical manpower will keep discipline and decorum of office and adhere to all security guidelines?	
28	Does the service provider agree that any loss or damage, to ORSAC property by the technical manpower deputed by him, will be recovered from the payment due to him and decision of ORSAC authority will be final? <b>(pl. Refer sections 5.10 and 10.9)</b>	
29	Does the service provider agree to the responsibility for any liability and safety of technical manpower engaged in this contract? Does the service provider agree that ORSAC will not be responsible for any damage caused to technical manpower by accident/natural	





Sl.No.	DESCRIPTION	COMPLIANCE STATUS (Yes/No)
	Including loss of life? <b>(pl. Refer section 5.11)</b>	
30	Does the service provider agree to adhere by the law of the land, in writing, with respect to protection of technical manpower's' rights and benefits while servicing this contract? <b>(pl. Refer section 5.15)</b>	
31	Does the service provider agree to adhere by the rules/laws laid down by government of Odisha regarding the wages, benefits and rights for this technical manpower like EPF/ESI contributions, salary statement, casual leave, bond period and amount, tax deductions etc.? Whether the service provider is agreeable to a joint mechanism with ORSAC nominees for grievance redressal of technical manpower, if any?	
32	Does the service provider agree to fall clause and also bind his personnel, in writing, to the intellectual property rights, confidentiality and non- disclosure agreement clauses, under this Contract?	
33	Does the service provider agree to arbitration clause, in case of any disputes arising related to this contract? <b>(pl. Refer section 7.0)</b>	
34	Does the service provider agree to the minimum contract period of one year and extend this contract for three more years on mutual consent, depending on the need and exigencies, on the same terms and conditions? <b>(pl. Refer section 8.0)</b>	
35	Does the service provider agree to contract monitoring and Termination clauses? <b>(pl. Refer section 9.0)</b>	
36	Does the service provider agree to ORSAC payment terms and conditions as mentioned? Does he agree to performance bank guarantee and penalty clauses mentioned therein? <b>(pl. Refer all</b>	
37	Has the service provider filled up and separately submitted format 6 as part-ii (price bid) of two-part tender? <b>(pl. Refer 11.1.2 &amp;</b>	
38	Has the service provider submitted an undertaking that he agrees with all the terms and conditions enunciated in the tender Document <b>(reference section 6.12)</b>	

Name:

Designation:

Company:

Address:

Date:

(Signature of Bidder with Official Seal)



*[Handwritten Signature]*  
15-5-23

**Form 1**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To

The Senior Scientist & Administrative -cum-Account Officer,  
Odisha Space Applications Centre  
Department of Science & Technology,  
Govt. of Odisha Bhubaneswar-751023

**Sub: Acceptance of Terms & Conditions of Tender.**

**RFP No: /2023 Dt - --- , 2023**

**Name of Tender / Work:** - Tender for Selection and Empanelment of Technical Manpower Service Providers by ORSAC.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your Department/ Organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Name:

Designation:

Company:

Address:

Date:

(Signature of Bidder with Official Seal)



  
15-5-23

**Form 2**

**Bid Letter Form**

From

(REGISTERED NAME AND ADDRESS OF THE BIDDER.)

To

The Senior Scientist & Administrative -cum-Account Officer,  
Odisha Space Applications Centre  
Department of Science & Technology, Govt. of Odisha  
Bhubaneswar-751023

Sir,

Having examined the bidding documents, we the undersigned, offer to provide services including all additional services associated thereto, also called the “Services” as detailed in the bidding document in response to your Tender Notice No.

..... dated .....

We undertake to:

1. Maintain validity of the bid for a period of 120 days from the date of bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. Provide services for a period of 3 years from the date of initiation of service, in conformity with the conditions contained in tender and purchase order issued thereafter.
3. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Signature


.....  
..... (in the  
capacity of)

Duly authorised to sign bid for and on behalf of

WITNESS:

(Signatures with name and designation)

Address:

*Dw*  
15-  


**Form 3**

**Bid Security Form**

**FORMAT OF BID BOND (EMD)**

Whereas ..... (hereinafter called "the bidder") has submitted its bid dated..... for the supply of ..... Vide Tender No..... Dated ..... know all men by these presents that we ..... of ..... Having our registered office at ..... (hereinafter called "the bank") are bound unto ORSAC, Department of Science & Technology, Govt. of Odisha (hereinafter called "the purchaser") in the sum of Rs. .... for which payment will and truly to be made of the said purchaser, the bank binds itself, its successors and assigns by these present.

The conditions of the obligation are:

- i. The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form
- ii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon for question under any circumstances
- iii. Violates any of such important conditions of this Tender document or indulges in any such activity as would jeopardize the interest of the O R S A C .
- iv. Does not accept the correction of errors pursuant to para 11.1.7 of the T e n d e r
- v. Bidder does not respond to requests for clarification of their Bid
- vi. Bidder fails to co-operate in the Bid evaluation process, and
- vii. In case of a successful Bidder, the said Bidder fails:
  - to sign the Contract Agreement in time; or
  - to furnish Performance Guarantee, in accordance with the instruction to bidders

The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



*Handwritten signature and date: 15-5-23*

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the specified date/dates.

Signature of the bank authority

Name

Signed in capacity of

Name & signature of witness

Full Address of branch

Address of witness

Tel no. Of branch

Fax no. Of branch

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15-5-23

**Form 4**

**Details of Organizational, Financial and Technical Capacity of the Bidder**

**I. Organizational**

- i. Type of Organization.
- ii. Name of the CEO
- iii. Profile of the Company – Business Areas, Objectives, Mission and Vision, Duration of the Company Business
- iv. Manpower/Staff Strength
- v. No of Branches
- vi. Composition of the Board of Directors
- vii. Organizational Chart

**II. Financial**

- i. Income tax returns of the last three years
- ii. Audited annual financial reports for the last three years

**III. Technical**

- i. List of clients and the kind of services provided to them (enclose the certificate)
- ii. Accreditations obtained by the bidding company
- iii. Has the company ever been black listed by any organization? If so, give details
- iv. Arrangements for customers' feedback and its redressal in the company
- v. Experience of providing manpower services
- vi. Industrial relations in the company



**Form 5**

**Performance Bank Guarantee**

The Senior Scientist & Administrative -cum-Account Officer,  
Odisha Space Applications Centre  
Department of Science & Technology, Govt. of  
Odisha Bhubaneswar-751023

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE No.:**

In consideration of ORSAC, Department of Science & Technology, Govt. of Odisha, having its office at Plot No.45/48, Jayadev Vihar, Near Gopabandhu Academy of Administration, Unit-16, Bhubaneswar-751023, Odisha (hereinafter referred to as "ORSAC" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated

\_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s (hereinafter referred to as "The Service Provider" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Service Provider having unequivocally accepted to supply the manpower/materials as per terms and conditions given in the Agreement dated /Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_

and ORSAC having agreed that the Service Provider shall furnish to ORSAC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (Ten per cent) of the value of the Annual Contract Value i.e. for \_\_\_\_\_

We, \_\_\_\_\_ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of (The Service Provider) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Service Provider having failed to perform the Agreement and despite any contestation on the part of above-named Service Provider.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period. However, its validity can be got extended before \_\_\_\_\_ solely at the instance of the ORSAC. This clause shall remain valid notwithstanding anything else contained to the contrary in this document. Any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
Authorized Signature

Seal of Bank Manager



**Form 6**

**FINANCIAL BID FORMAT**

*(ONLY THE ADMINISTRATIVE COST, TO BE QUOTED IN PERCENTAGE)*

Tender No. / 2023-ORSAC

*(On Company's letter head)*

**(To be submitted separately in a sealed envelope and not to be included in technical bid)**

1. Name of the Company .....

Description	As a Percentage in Figure	As a Percentage in Word
Administrative and Management Cost Per annum, Quoted as percentage of Total Expected Annual Wage for the Hired Technical Man Power for ORSAC (Exclusive of GST and all other Taxes as admissible)		

Signature of authorized person with seal

Date  
Place  
Name:  
Designation:  
Company:  
Address:

Senior Scientist & Administrative-cum-Accounts Officer, ORSAC

-----End of Tender-----

