



ODISHA STATE BEVERAGES CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)
2nd FLOOR, FORTUNE TOWERS, CHANDRASEKHARPUR,
BHUBANESWAR-751023 (ODISHA)
CIN:U51228OR000SGC006372

Tel: 0674-2303972(O)
Email: osbcltd@gmail.com
Website: www.osbc.gov.in

File No. 4143/OSBC/ 479
To

Date : 23.2.2024

The Deputy Director General (SIO)
National Informatics Centre (NIC)
Sachivalaya Marg, Unit-IV
Bhubaneswar- 755001.

Sub : Uploading of Tender Documents in OSBC website.
Sir,

I am directed to enclose herewith the Tender documents for Notice inviting Tender for Manpower related works of OSBC Ltd & request you to upload the same in OSBC Website on 26.02.2024 by 5.00 P.M. positively.

Yours faithfully,

Encl : as above.

Memo No. 480/OSBC/

Copy forwarded to Dr.Ashis Kumar Mahapatra, Technical Director, NIC, Sachivalaya Marg, Unit-IV, Bhubaneswar. for information & necessary action.

General Manager (Admn)
Date : 23.2.2024

Memo No. 481/OSBC/

Copy forwarded to Manager (I T), OSBCL Bhubaneswar .for information & to ensure the Uploading the documents in OSBCL Website in the date specified positively.

General Manager (Admn)
Date : 23.2.2024

General Manager (Admn)

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REQUEST FOR PROPOSAL FOR SELECTION OF AN
AGENCY FOR OUT SOURCING OF OFFICE AND IT
RELATED PERSONNEL.



ODISHA STATE BEVERAGES CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
2ND FLOOR, FORTUNE TOWERS, CHANDRASEKHARPUR,
BHUBAANESWAR-751023(ODISHA)

Tel: 0674-2303972(O)
Email:- osbc ltd@gmail.com
Website: <https://osbc.co.in>

**REQUEST FOR PROPSAL
FOR
SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER SERVICES IN
ODISHA STATE BEVERAGES CORPORATION LTD., BHUBANESWAR**

Odisha State Beverages Corporation Ltd (OSBC Ltd) Bhubaneswar invites sealed tenders from intending reputed and experienced Manpower Service Providing Agencies to provide services of different categories of manpower for Head Office & its different Depots of OSBC Ltd for the period of Two Years. The details of the bidding process are as follows:

Sl. No.	Bidding Schedule	Date and Time
1	Date of Issue	26.02.2024
2	Bid Due Date and Time	15.03.2024, 5 PM
3	Pre Bid Meeting	01.03.2024 ,11A.M
4	Opening of Technical Bid	21.03.2024 at 11 .30 AM
5	Scrutiny & finalisation of technical Bid	27.03.2024 at 11.30 AM
6	Opening of Financial Bid	to be informed to technically qualified bidders

- Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in third sealed cover super-scribed "**Bid for Outsourcing of Manpower services for Head office and different depots of OSBC Ltd BBSR**" must reach the undersigned on or before 15.03.2024 by 5 PM through **Speed Post/ Regd. Post/ Courier** only.
- The bid documents containing eligibility criteria, scope of work, terms and conditions of the tender and draft agreement can be downloaded from the website <https://OSBC.co.in>.
- The sealed tender proposal shall be submitted along with non-refundable application fees of Rs. 10,000/- (Rupees Ten thousand only) along with GST @ 18% in shape of Bank Draft drawn in favour of the Odisha State Beverages Corporation Ltd., Bhubaneswar.

4. The last date and time for submission of tender document is 15.03.2024. by 5 P.M. The Authority shall not be held responsible for postal delay, if any, in case of non-receipt of the same in time.
5. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Corporation's knowledge, the Corporation holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Corporation reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Complete address for submission of bid:

Odisha State Beverages Corporation Ltd.

2nd Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar-751023 (Odisha)

**General Manager (Administration)
Odisha State Beverages Corporation Ltd**

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SECTION-I**INSTRUCTION TO BIDDERS****A. GENERAL INFORMATION**

1. Odisha State Beverages Corporation Ltd, Bhubaneswar (here in after referred as "OSBC Ltd") requires services of reputed, well established and financially sound Human Resource Service Providers/ Agencies (HRSPA) to provide services of different categories of Manpower for its Head Office and depot at various locations of Odisha.

<u>Category of Manpower</u>	<u>Tentative present Requirement</u>
2. Computer Assistant (Skilled Category)	36
Assistant (Skilled category)	67
Attendant (Semi skilled category)	65
Drivers (Skilled category)	03
Sweeper (Unskilled category)	06
Total	177

The above is the Tentative requirement at present which is subject to decrease or increase as per the requirement of OSBC Ltd. In addition to above category of Manpower, OSBC Ltd. may required some additional/ extra category of Manpower which the selected agency shall provide as per the requirement on the basis of mutual negotiation of cost.

3. The period of contract for providing the aforesaid manpower is to commence from **the date of execution of the agreement..** It may be curtailed/ terminated before contract period owing to deficiency in service or any other deviation made to the contract, substandard quality of manpower deployed by the selected Service Provider Agency (SPA). OSBC Ltd., however, reserves right to terminate this initial contract at any time after giving **one month's** notice to the selected Service Provider Agency. The contract may be extended for such period not exceeding the original duration of contract on mutual consent depending upon the performance of Service Provider Agency and at the discretion of the authority.

4. The agency shall be responsible for payment of remuneration not below the minimum wages notified by Govt. of Odisha in labour & ESI Deptt. from time to time for respective category of Human Resource every month in time and Government policy and guidelines/ wage policy.
5. The requisition will be given to the agency by OSBC Ltd BBSR as per need/ requirement from time to time during the contract period. The agency should have the capacity to provide such number of extra manpower as and when OSBC Ltd. shall place requisition for the same. The Agency should provide the proof of availability of manpower at his disposal along with the bid document. Failure to supply extra manpower as per the requisition of the OSBC Ltd shall be treated as a breach of the contract.
6. In case of poor performance of any Human Resource, OSBC Ltd, Bhubaneswar will inform the agency to withdraw the person/ persons and replace immediately, to the satisfaction of OSBC Ltd, Bhubaneswar.
7. The agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking, in writing, regarding the verification done. No person with criminal antecedent/ criminal & vigilance cases shall be deployed.
8. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The agency shall at all times indemnify and agree and undertake to defend and hold OSBC Ltd, Bhubaneswar, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of the agreement executed between agency and OSBC Ltd BBSR
9. The interested bidders may visit OSBC Ltd Head Office and depot on working day between 10.00 AM to 5.30 PM (Office Hours) to have thorough knowledge of the work to be performed before preparation and submission of the bid.

MINIMUM ELIGIBILITY CRITERIA

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	<p>The Bidder should be registered under appropriate authority (any one), such as</p> <ul style="list-style-type: none"> ▪ Registered under the Companies Act, 1956/2013 ▪ Registered under the Indian Partnership Act, 1932 ▪ Registered under the Indian Trusts Act, 1882 ▪ Registered under the Societies Registration Act, 1860 ▪ Registered under the Limited Liability Partnership Act, 2008 ▪ Any other category like Proprietor, etc. <p>No consortium is allowed.</p>	Certificate of Incorporation/ Registration/Any valid legal document in support of formation of the entity.
2	The bidder should have been in the manpower providing agency for more than 5 years from the date of incorporation till the last date of the submission of the proposal.	
3	Out of the 5 years, the Bidder must have successfully completed 3 assignments in any sector under Central/ State Govt./ Externally Aided projects/ Autonomous Bodies operated under Govt. Administrative Control/ International and National organisation during the last 3 Financial years (FY 2020-21 to 2022-2023) of similar nature (outsourcing of services) having total Contract value of Rs. 3 Crores each.	<p>Copies of the work order/ Contract document/ Completion Certificate from the previous Organisations.</p> <p><i>The definition of similar work should be clearly defined with reference to the domain, sector, or industry and functional area of scope of work.</i></p>
4	The Registered Office/ Branch Office of the Service Provider must be located within the jurisdiction area of either Cuttack Municipal Corporation / Bhubaneswar Municipal Corporation.	Valid address proof of the office (copy of the Telephone/Electricity Bill)
5	Must have average annual financial turnover of Rs. 5 Crore (Five Crore) during the last 3 (three) financial years i.e. 2020-21, 2021-22 and 2022-2023.	Financial details of the bidder along with copies of Audited Balance Sheet and Income/ Expenditure Statement duly sealed and certified by the CA and Authorised Representative of the Bidder
6	The agency should not have been blacklisted by any Central/ State Government, or any other public sector undertaking or a corporation as on the date of this RFP	An undertaking to this effect to be furnished by the bidder as per the prescribed format (Form-T2)

7	Must not have any pending judicial proceedings for any criminal offence against the proprietor/ Director/ Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T3)
8	Must have been registered with EPF and ESI under his Establishment.	Latest challan deposit slip
9	Must have its own Bank Account in any Scheduled Bank situated in Odisha	<ul style="list-style-type: none"> ▪ Copy of the pass book reflecting transaction statement for the last 6 months
10	Statutory Documents required to be submitted	Copies of: <ul style="list-style-type: none"> ▪ PAN ▪ GSTIN ▪ Copies of EPF & ESI Registration Certificate. ▪ Valid license under Contract Labour (Regulation & Abolition Act-1970 ▪ Valid License under Odisha Shops & Commercial Establishments Act 1956 ▪ IT Return for the last 3 financial year (Duly certified by CA)

Note: The bidders who qualify above mandatory general eligibility criteria shall be taken up for further Technical Evaluation.

Bid Evaluation Methodology:

Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection (QCBS) mode with weighted average of 70:30 for technical and financial proposals respectively.

Evaluation of Technical Bid:

The technical proposals shall be evaluated in three phases.

In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in this RFP.

In the second phase, the agencies which qualify the minimum eligibility criteria shall be given marks based on Table: 1 of this RFP Accordingly, agencies will be ranked based on the marks allotted to them.

Table: 1

SI No.	Main Criteria & Weights out of Total 100 Marks	Sub-Criteria	Marks
1	Specific experience of the agency relevant to the assignment	Minimum 5 years of experience from the date of Incorporation till the last date of submission of the proposal: 5 marks and 3 mark for each additional year subject to the maximum of 15 marks	20
2	Average Turnover	<ul style="list-style-type: none"> • Minimum Turnover of Rs. 5 Crores & less than 7.5 Crores: 10 marks. • Turnover 7.5 Crores or more and less than 10 Crore:15 marks • Turnover 10 Crores or more and less than 12.5 Crore:20 marks • Turnover above 12.5 Crores :25 marks 	25
3	Personnel in the payroll of the agency	<p>Total number of Manpower for whom EPF/ ESI contribution is currently being paid by the agency.</p> <ul style="list-style-type: none"> • Manpower's more than 300 but less than 600: 5 marks • Manpower's 600 & above but less than 900-10 marks • Manpower's 900 & above but less than 1200-15 marks • Manpower's 1200 & above- 20 marks 	20
4	Obtained ISO Certification or OHAS Certificate	5 Marks each	10

5	Office functioning in Odisha for outsourcing of Manpower with due license from Labour Department.	5-7 years- 5 marks And 1 mark for each additional year subject to the maximum of 5 marks	10
6	Technical Presentation		15
Total			100

The bidder who scores 75% marks or above will be invited for opening of financial bid in the third phase of the bidding process.

Technical Score (TS): The Technical marks of participants shall be as per the point scoring methodology. OSBC Ltd, Bhubanewar may include a panel of experts to evaluate the technical presentation. The bidders shall be invited for a Power Point presentation in front of the committee for 5 minutes which is limited to three slides

Opening of Financial Proposal

The financial proposals of the bidders qualifying the technical evaluation (Second Phase) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The price bids of technically qualified bidders will only be opened for financial evaluation. The name of the bidder along with the quoted financial price will be announced during the meeting.

Financial Score: The lowest financial proposal will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$$F_s = 100 \times FM1/F1$$

(F1 = amount of Financial Proposal as proposed by the bidder; FM1 = Lowest financial quote)

Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (Ts) and financial (Fs) scores as follows:

$$S = T_s \times T_w + F_s \times F_w$$

(Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively).

The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Second and third Ranked Bidders shall be kept in reserve and may be invited for negotiation and they shall be considered for engagement at the rate agreed by the selected bidder in the event of withdrawal or in the event of failure of the selected bidder to execute the agreement or in the event of increase in volume of work, or for any other reason(s).

10. Statutory Rules, Acts and Regulations:

- I. The HRSPA shall indemnify OSBC Ltd, BBSR against all claims which may be made under the Minimum Wages Act, Employees Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory notifications or, any other Acts, Rules and Policies as applicable.
- II. The HRSPA **shall be** responsible for any accidents caused to the workers and damage to the equipment during the period of contract. OSBC Ltd, BBSR shall in no way be responsible for any of the accidents.
- III. For any failure of implementing the statutory rules and regulations by the HRSPA, if any demand is raised against OSBC Ltd., in that event OSBC Ltd, BBSR reserves the right to recover the same from the bills and security deposit of HRSPA.
- IV. In addition to the above clause, any violation of HRSPA towards payment of Remuneration, EPF/ESI Contributions, Leave salary as per Act and agreement if, brought to the notice of the authority of OSBC Ltd, BBSR, it would be referred to Labour Department for taking legal action against the concerned HRSPA and without prejudice to the right of OSBC Ltd, BBSR to terminate the contract in such cases and to recover the unpaid amount from the Performance Security of the agency.

B. Submission of Bid :

The proposal complete in all respect as specified must be accompanied with a Non-refundable Demand draft/ Banker's Cheque amounting to Rs.11,800/- (Rupees Eleven Thousand Eight Hundred) only towards Bid Process Fee in favour of The OSBC Ltd, Bhubaneswar drawn in any nationalised/ Scheduled bank and payable at Bhubaneswar, failing which, the bid will be out rightly rejected. The bid should be sent through Speed Post/ Registered Post/ Courier so as to reach the Authority by Dt. 15.03.2024 by 5 P.M.

The authority will not be responsible for any postal delay. *Bidders shall also submit EMD amount of Rs.3 Lakhs by way of Demand Draft drawn in any nationalised/scheduled bank and payable at Bhubaneswar.* Bids without bid processing fee and EMD amount shall be rejected. Bids submitted after due date & time will be summarily rejected.

The bid has been invited under two bid systems i.e. **Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing**

"Technical Bid" (SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER SERVICES FOR ODISHA STATE BEVERAGES CORPORATION LIMITED, BHUBANESWAR)
and

"Financial Bid" (SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER SERVICES FOR ODISHA STATE BEVERAGES CORPORATION LIMITED, BHUBANESWAR).

Both sealed envelopes must be kept in a third sealed envelope super-scribing

"Bid Document- (SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER SERVICES FOR ODISHA STATE BEVERAGES CORPORATION LIMITED, BHUBANESWAR AND ITS DEPOTS)".

Selected bidder will have to deposit a Performance Security of Rs.35 Lakhs (Rupees Thirty Five Lakhs only) in the form of Bank Guarantee from any nationalised/ scheduled, Bank situated within Odisha in favour of OSBC Ltd, BBSR payable at Bhubaneswar as per the prescribed format provided in the tender document at Section-Vii for a period of six months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of six months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements under the agreement shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the Bank Guarantee period provided that there is no breach of contract on the part of the qualified bidder subject to submission of No Due certificate from GM (Admn.) of OSBC Ltd. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a. Covering letter along with power of attorney/Board Resolution in favour of the authorised person on the bidder's letter head.
- b. Demand Draft in support of Bid Process fee as applicable.
- c. Demand Draft in support of EMD.
- d. Copy of Certificate of Incorporation of the firm/agency.
- e. Copy of GSTIN
- f. Copy of PAN
- g. Copy of the valid Licence under the Contract Labour (Regulation & Abolition) Act, 1970.

- h. Copy of the valid licence under Odisha Shops & Commercial Establishments Act, 1956.
- i. Copies of IT Returns for the last 3 financial years (Duly certified by CA).
- j. Copies of EPF & ESI Registration Certificate.
- k. Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 financial years (Duly certified by CA).
- l. Copies of work orders/contract documents & Completion Certificate from the previous organisations for providing similar services.
- m. Undertaking regarding non-blacklisting (On stamp paper) in the form of Affidavit
- n. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

Any deviation from the prescribed procedures /required information/ formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.

All entries along with the pages in the bid document should be legible, filed-in clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached.

The technical Bid will be opened on 21.03.2024 at 11.30 A.M .in presence of the authorised representatives of the bidder who wish to be present on the spot at that time.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

However, the decision of the authority shall be final during the overall selection process. The quoted rates shall include remuneration and shall also include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed/ provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

11. Interested Manpower Service Providers may submit tender document complete in all respects along with other requisite documents by 5.00 P.M on dtd.15.03.2024. to the General Manager (Admn), OSBC Ltd, 2nd Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar.-751023 through Regd. Post/speed post/Courier only. The Authority shall not be held responsible for any postal delay.
12. The Authority reserves the right to reject any or all the Bid/Bids and approve/ accept any Bid without assigning any reason thereof.

TECHNICAL REQUIRMENTS FOR
THE TENDERING MANPOWER SERVICE PROVIDER/ AGENCY

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Application Technical-Bid
- b) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Cuttack Municipal Corporation/ Bhubaneswar Municipal Corporation area.
- c) Covering Letter along with power of attorney, Board Resolution in favour of the authorised person on the bidder's letter head.
- d) Demand Draft in support of Bid processing fee as applicable.
- e) Demand Draft in respect of EMD.
- f) Copy of Certificate of Incorporation/Registration of the firm/agency.
- g) Copy of the valid Licence under the Contract Labour (Regulation & Abolition) Act, 1970.
- h) Copy of the valid licence under Odisha Shops & Commercial Establishments Act, 1956.
- i) Copy of GSTIN
- j) Copy of PAN
- k) Copies of IT Returns and turnover of Rs.5.00 Crores of last 3 (three financial years) (Duly certified by CA Firm.
- l) Copy of EPF Certificate and last deposit challan
- m) Copy of ESI Registration Certificate.
- n) Copies of the financial statements along with Balance sheet for the last 3 (three) i.e. 2020-21, 2021-22 and 2022-23 years. (Duly certified by CA)

- o) Copies of work orders/contract documents/completion certificate from the previous organisations towards providing similar services.
- p) Undertaking regarding non-blacklisting (On stamp paper)
- q) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head).

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
MANPOWER SERVICE PROVIDER**

1. The Assistant should be above 21 years of age and not exceeding 35 years and should be Graduate in any discipline. He should be well conversant with computer operation besides being well trained in MS Office . Internet.
2. The Computer Assistant should be above 21 years of age and not exceeding 35 years and should be Graduate with DCA / equivalent with minimum typing speed of 40 wpm and essentially well trained in MS office (Word & Excel) , internet, LAN functioning .
3. The Attendant should be 21 years of age and not exceeding 35 years and must have passed HSC or equivalent examination
4. The Driver should be above 25 years of age and not exceeding 35 years and should be HSC or equivalent examination with valid Driving License of LMV having minimum 3(three) years of driving experience
5. The Sweeper should be above 21 years of age and not exceeding 45 years and must be physically fit. Mentally sound.
6. The upper age limit as well as qualification for the above manpower categories of engagement during the contract period of the service provider shall be relaxed in case of the petitioners who had filed cases before the Hon'ble High Court in WP(C) No 20124 of 2015 & other similar cases, wherein the Hon'ble Court in its order dt.14.3.2016 observed that "since the petitioners have already rendered services for more than 10 to 15 years and discharging their duty and in the event the opposite party no. 2 (OSBC Ltd.) decides to engage the service provider for fresh recruitment, the petitioners past experience should be taken into consideration and they should be given preference for engagement instead of depriving them to continue in service and extend all benefits as due and admissible in accordance with law".

TECHNICAL BID
COVERING LETTER
(Bidder Letter head)

To

**The General Manager (Admn),
OSBC Ltd., 2nd Floor, Fortune Towers,
Chandrasekharapur, Bhubaneswar-751023**

Sub: Tender for Outsourcing of Manpower for Office & IT related personnel at H.O and Depots of OSBC Ltd.

Dear Sir / Madam,

I, the undersigned, offer to participate in the tender process to provide services for required manpower in accordance with your tender Notice No. _____, Dated _____, We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days from the last date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found to be violated, then OSBC Ltd. shall have the right to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully

Authorised Signatory
With date and Seal

Name and Designation: _____

Address of the Bidder: _____

(FORM-T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee: (Demand Draft Details)	DD No....., Date....., Amount (Rs.)....., Drawn on Bank.....
3.	Earnest Money Deposit	DD No....., Date....., Amount (Rs.)....., Drawn on Bank.....
4.	Name of The Directors/ Partners, Proprietor/ Authorised Signatory etc.	
5.	Full Address of Registered Office Tel: Fax: Email ID:	
6.	Name of the authorised person signing and submitting the bid on behalf of the Bidder: Mobile No.: Email ID:	
7	Bank Name	Account No. Bank and Branch Name: IFSC Code:
8.	PAN No. (Attached self-attested copy)	Yes/No
9.	GSTIN (Attached self-attested copy)	Yes/No
10.	Licence under Contract Labour (Regulation & Abolition) Act, 1970 Attached self-attested copy)	Yes/No
11.	Licence under Odisha Shops & Commercial Establishments Act, 1956 Attached self-attested copy)	Yes/No
12.	E.P.F. Registration No. (Attached self-attested copy)	Yes/No
13.	E.S.I. Registration No. (Attached self-attested copy)	Yes/No
14	Acceptance to all the terms and conditions of the tender	Yes/No

15	Carry out assignments as per the scope of work of the RFP	Yes/No
16	Power of Attorney/ authorisation letter along with Board Resolution for signing the of the bid documents	Yes/No
17	Undertaking regarding no criminal case is pending with the police at the time of submission of bid	Yes/No
18	Local office in Odisha If yes, Please furnish contact details	Yes/No
19	Total number of pages in the tender document.	

20. Financial Turnover of the bidder for the last 3 financial years. (Duly certified by CA)

Financial Year	Turn Over (in INR)	Average Turnover (in INR)
FY 2020-21		
FY 2021-22		
FY 2022-23		

Supporting documents:

Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) Bidder is requested to submit the **GST return** for last **3 financial years**.

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be submitted along with the technical proposal

21. Details of the similar type service provided by the bidder

Sl. No	Name of Authority with complete address & Fax No.	Type of services provided with details of manpower deployed	Contract Amount (in INR)	Duration	
				From	To
1					
2					

3					
4					

22. Declaration

I, Shri Son/Daughter/Wife of Shri _____, Proprietor/
Director/Authorised signatory of _____ (Name of the
Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

The information and documents furnished along with the tender are true and
authentic to the best of my knowledge and belief. I am well aware of the fact that
furnishing of any false information fabricated document would lead to rejection of our
tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD amount in the form of Demand Draft.
3. Copy of tender document (each page must be signed and sealed)
4. Dully filled Technical Bid and Financial Bid
5. List of Documents as applicable.

(FORM-T2)

UNDERTAKING

**(On the Stamp Paper of appropriate value in shape of affidavit from the
Notary regarding non-blacklisting)**

I, hereby declare that, our organisation has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the last 5 years.

Yours sincerely
Authorised Signatory
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

s

(FORM-T3)

UNDERTAKING

(On the Bidder's Letter Head regarding not having any pending judicial proceeding for any criminal offences)

I, hereby declare that there is no criminal case pending in any Court of Law against our company/Firm or against the Proprietor/Director/Partners/Persons to be deployed by our company/Firm/myself.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorised Signatory
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION -III

FINANCIAL BID

**COVERING LETTER
(BIDDER LETTER HEAD)**

(Date ___/___/___)

To

The General Manager (Admn),
OSBC Ltd., 2nd Floor, Fortune Towers,
Chandrasekharapur, Bhubaneswar-751023

Sub: Request for Proposal for selection of Registered an agency for providing manpower for office & IT related personnel at H.O. & Depots of OSBCL on outsourcing basis. (Financial proposal)

Sir/ Madam,

I/we, the undersigned, offer to provide the services for manpower for OSBCL(H.O) & Depots on outsourcing basis in accordance with your Tender No....., Dated..... Our attached financial price is (*insert amount(s) in words and figures*) for the proposed service. This amount is inclusive of all taxes applicable except GST Act. I/we do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect of the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorised Signatory
(In full and initials)

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

(FORM -F1)

APPLICATION – FINANCIAL BID

For Providing Office & IT related Personnel to Odisha State Beverages Corporation Ltd.

Name of tendering Manpower Service Provider-

(in Rs.)

Description	<u>Data Entry Operator (Skilled)</u>	<u>Assistant (Skilled)</u>	<u>Attendant (Semi Skilled)</u>	<u>Driver (Skilled)</u>	<u>Sweeper (Un Skilled)</u>
Wages along with VDA (Per Day per head)					
Agency Commission (Per Head per month)					
Total :					

Date:

Signature of Bidder

Place:

Full Name:

Seal:

Note:

The rate of wages quoted above should not be less than the rate of basic wages as per the Labour & ESI Deptt. Notification dated 30.10.2018 along with VDA at present declared by the Labour Commissioner, Odisha.

N.B:

The total amount quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract and exclusive of GST.

The payment shall be made at the end of the calendar month only on the basis of absentee statement for each manpower.

It is made clear that while quoting the "Service Charges", the Agency is required to keep in mind the Office Memorandum No.19595 dt.11.7.2023 issued by Govt. Of Odisha in Finance Department whereby the guidelines were fixed regarding Rate of Service Charges in outsourcing of services.

It may be indicated here that the aforesaid categories of manpower who are currently working in OSBCL (H.O) & Depots through the Service Provider Agency- will be given preference during deployment of Man power in compliance to the order dt.14.3.2016 passed by the Hon'ble High Court of Orissa in W.P.(C) No.20124 of 2015 and other similar cases. The relaxation in age & qualification for each category of post shall be given taking into account their experience in OSBC Ltd. for implementation of the order Hon'ble High Court.

SECTION-IV**BID SUBMISSION CHECK LIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2.	Bid Processing Fee		
3.	EMD		
4.	Copy of Incorporation/ Registration Certificate of the Bidder		
5.	Copy of PAN		
6.	Copy of GSTIN		
7.	Copies of Income Tax Certificate for the last 3 (three) Financial years (2020-21,2021-22 & 2022-23) certified by CA		
8.	Copy of Valid EPF & ESI Certificate		
9.	Copy of the valid Licence under the Contract Labour (Regulation & Abolition) Act, 1970		
10.	Copy of the valid licence under Odisha Shops & Commercial Establishments Act, 1956		
11.	Copies of IT Returns for the last 3 years AYs		
12.	Technical Bid duly filled in (Covering Letter, FORM-T1, T2 and T3)		
13.	Financial details of the bidder along with all the supportive documents such as copies of income/ Expenditure statement and Balance Sheet for the last 3 years certified by CA		
14.	Power of Attorney/Authorisation Letter in favour of the person signing the bid on behalf of the bidder.		
15.	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders for the respective assignments from the authorities and completion certificates		
16.	Declaration for not having been black-listed by any Central/ State Govt./ any Autonomous bodies during the recent past (FORM-T2)		
17.	Declaration for not having any police case pending against the bidder (FORM-T3)		
FINANCIAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2.	Duly filled in Financial Bid (FORM-F1)		

It is to be ensured that:

- All information have been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (In full and initials): _____

Name and Designations with Date and Seal: _____

SCOPE OF WORK**SECTION-V****A. GENERAL**

1. Tender is being invited for supply of different categories manpower in H.O & Depots of OSBCL. The date of contract shall commence from **the date of agreement & shall** continue up to Two Years from the said date unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall expire automatically on completion of Agreement period unless extended further by the mutual consent of the Manpower Service Provider/Agency and the **OSBCL , Bhubaneswar..**
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the Manpower Service Provider agency and the Authority of. **OSBCL , Bhubaneswar..**
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or sub contract 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 Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving **one month** notice to the Manpower Service Provider agency.
7. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with OSBC Ltd. so that optimal service of the persons deployed could be availed without any disruption.
8. The entire financial liability in respect of Manpower Services deployed in the OSBCL shall rest with the respective Service Provider Agency and OSBCL will in no way be liable. It will be the responsibility of the Manpower Service Provider agency to pay to the person deployed a sum not less than minimum wage fixed and adduce such evidence as may be required by the OSBCL on that behalf.
9. For all intents and purpose, the persons deployed by the Manpower Service Provider Agency (SPA) for execution of the contract shall be the employees of the **SPA**. The Manpower Service Provider Agency (SPA) shall be the "Employer" within the meaning of different Rules & Acts in respect of Manpower so deployed. There will be no employer-employee relationship between OSBC Ltd. and the persons deployed by the Manpower Service Provider Agency nor they shall have

any claim whatsoever in that regard against OSBC Ltd. The persons deployed by the Manpower Service Provider shall have no claim whatsoever like employer and employee relationship **with** the OSBCL either implicitly or explicitly.

10. The Manpower Service Provider Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OSBCL shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Manpower Service Provider, the deployed persons can place their grievance before a Joint Committee consisting of a representative of OSBCL and an Authorized representative of the Manpower Service Provider.
11. The persons so deployed shall be under the overall control & supervision of the **SPA and the SPA** shall be liable for payment of their wages etc. and all other statutory dues within the stipulated time for which the SPA is liable to follow the various labour laws/ resolutions and other statutory provisions. OSBCL shall not be a part of any such liability. OSBCL 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.
12. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
13. 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 **under the OSBCL**.
14. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with **OSBCL** under the provision of rules and acts. Undertaking from the persons deployed to this effect shall be required to be submitted by the Manpower Service Provider.
15. The Manpower Service Provider must have valid registration from the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of all the registration should be submitted.
16. 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 is the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for timely deposit of Provident Fund and Employees State Insurance.
17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image

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

B. Financial

19. The Technical Bid should be accompanied with Bid Processing Fee of Rs.11,800/- in the form of Demand Draft drawn in favour of " Odisha State Beverages Corporation Limited" . failing which the tender shall be rejected out rightly.
20. In case of successful tenderer if the agency fails to deploy the required manpower against initial requirement within 15 days from date of placing the order, the Performance Security shall stand forfeited without giving any further notice.
21. The successful tenderer will have to deposit a Performance Security Deposit of Rs.35 Lakhs (Rupees Thirty Five Lakhs only) by way of Demand Draft drawn in favour of OSBC Ltd. payable at Bhubaneswar at the time of signing of the agreement failing which the work order issued in favour of the Agency shall be cancelled.
22. In case of breach of any terms and conditions of the agreement between the parties, the Performance Security Deposit shall be liable to be forfeited besides annulment of the Agreement.
23. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by OSBCL in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by OSBCL by the second week of the succeeding month.
24. The claims in bills regarding Employees State Insurance, Provident Fund, Bonus and GST 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 OSBCL.
25. The amount of penalty calculated @Rs.100 per day per personnel on account of delay if any, in providing a suitable substitute for the period beyond 24 hours in lieu of personnel engaged in cleaning and watch and ward services shall be levied. For other services three working days will be allowed for providing substitute. Beyond that penalty will be charged. Maximum penal liability should not exceed 10% of the yearly contract value.

C. 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 be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of persons deployed by the Agency. OSBCL shall have no liability in this regard.
28. The Manpower Service Provider shall also be liable for depositing all taxes, levies & cess etc., in respect of the persons deployed, on account of service rendered by it to the concerned authority from time to time, as per the prevailing rules and regulation. Attested Xerox copies of such documents shall be furnished to OSBCL.
29. The Manpower Service Provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the OSBCL or any other authority under law.
30. 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 OSBCL.
Note:- Registration/License under the Contract labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.
31. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the OSBCL is put to any loss/obligation monetary otherwise, OSBCL 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.
32. 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 OSBCL 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 OSBCL by the persons deployed the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
33. 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.

34. Any dispute, difference or controversy of whatever nature between the parties, however arising out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
35. Any dispute which is not resolved amicably within 30 days from the date of last written communication from either party shall be referred to the Principal secretary to Excise who will appoint any sole arbitrator to undertake the arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.
36. The place of Arbitration shall be at Bhubaneswar. The decision of Arbitrator shall be final and binding on both the parties.
37. All disputes shall be under the exclusive jurisdiction of the Civil Court at Bhubaneswar.
38. Pending submission of/and or decision on a dispute and/or until the arbitral award is published the parties shall continue to perform their respective obligations under the contract agreement which shall be without prejudice to a final adjustment in accordance with such award.

SECTION-VI**GENERAL TERMS AND CONDITIONS**

1. For all intents and purpose, the Service Provider shall be "Employer" within the meaning of different Rules & Act in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the OSBC Ltd under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should not be below 18 years of age and not exceeding 40 years and physically sound to perform the duties. The upper age limit may be relaxed in suitable cases.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation. The Service Provider shall take proper insurance to cover all the deployed personnel for payment of compensation in case of accident/injury/death during their duty or in connection thereto and submit a copy of the same to OSBCL.
4. The service provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the OSBCL, for overall management of the services to be rendered at the site.
5. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the OSBCL. BBSR. Bonus & leave salary & Gratuity if applicable
6. Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.

8. The manpower to be deployed by the Service Provider should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
12. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any man power while performing/ discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapses on the part of the personnel discharging duties, the same shall be borne by the service provider. OSBCL shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence, If a person leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
16. In case of delay in providing required replacement, the amount of penalty calculated at the rate of Rs.100 per day upto the maximum of 10% of the contract value on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the service provider during the Contract period. The service provider will be responsible for deposit EPF, ESI, GST and other statutory dues such as Bonus etc. as applicable from time to time and submit the proof of deposit to authority for records.

18. The 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. Sub-contracting is not allowed under this agreement.
19. The Services provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
20. The Service provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
22. In the event of failure of service provider to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
23. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the OSBCL..
24. The OSBCL 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.
25. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for this decision and the same shall be binding on all parties.
26. All disputes shall be under the jurisdiction of the Court at Bhubaneswar.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The authority will have no liability towards non-payment of remuneration to the persons deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.

29. The manpower service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

DECLARATION

I _____ Son/Daughter/ Wife of
Shri _____ Proprietor/Director/authorised signatory of the Service
Provider, mentioned above, am competent to sign this declaration and execute this
tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
2. 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 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.

Signature of authorised person
Name
Seal

Date:
Place:

AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 2024, Bhubaneswar
BETWEEN

THE ODISHA STATE BEVERAGES CORPORATION LTD, presently having its
Registered Office at 2nd Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar.
751023 Odisha represented by its Managing Director, hereinafter called the "FIRST
PARTY" which includes his successors and/or assignee also on the one part.

AND

M/s. _____ manpower services providing agency having registered
office at _____ represented by Sri _____
here-in-after called the manpower service provider agency (SPA) or contractor which
Expression shall, where the context so requires or admits, also includes its successors
or assignees of the other part.

Whereas the "OSBC Ltd" desires that the services of manpower are required and
where as the "Manpower Service Provider" (SPA) has offered its willingness to the
same in conformity with the provisions of the agreement and as per the terms and
conditions of the agreement to the "Manpower Service Providers". Now this agreement
witness as below.

1. That the Terms and Conditions including General Terms & Conditions in Section-
V & VI of the Tender document shall be deemed to form and to be read and
included as part of this agreement.
2. That in consideration of the payment to be made by "OSBC Ltd." to the
"Manpower Service Provider", the "Manpower Service Provider" (SPA) hereby
agrees with the "OSBCL" to provide personnel to be engaged in OSBCL &
Depots in conformity with the provision of the terms and conditions.
3. That the "OSBCL" hereby further agrees to pay the "Manpower Service Provider"
the contract price at the time and in the manner prescribed in the said Terms and
Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms
and conditions.

5. That this agreement is valid upto 31.03.2026.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the day and year first written above.

Signature of the Manpower Service Provider/Authorised Person	Signature of G.M.(ADMN)/Authorised officer on behalf OSBC Ltd.
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In the presence of witness:

Witness
1. Name
Address

2. Name
Address

Witness
1. Name
Address

2. Name
Address

PBG Format**SECTION-VII**

This Bank Guarantee is executed on this [.] day of [.] at [.]

BY

[.] {Name of the PSU Bank) having office at Bhubaneswar (hereinafter referred to as the "BANK", which expression shall unless repugnant to the context thereof be demanded to include its successors-in-interest and permitted assigns)

IN FAVOUR OF

Odisha State Beverages Corporation Limited, a company incorporated under the Companies Act, 1956, with its registered office at 2nd Floor, Fortune Tower. Chandrasekharapur, Bhubaneswar- 751023 hereinafter referred to as "OSBC", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns)

WHEREAS

- A.a company incorporated under the Companies Act, 1956/2013 having its registered office at..... or a Partnership Firm or.....(hereinafter referred to as "Manpower Service Provider") shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns has been awarded a Contract by OSBC for providing manpower in security related works of OSBC Ltd.
- B. In terms of Contract, the Manpower Service Provider is required to furnish the Bank Guarantee to OSBC in the form of an unconditional, irrevocable on demand Bank Guarantee valid for a period up to six months beyond the period of contract i.e 30 months from the date of contract , or renew for a further period as deem necessary by OSBC upon prior intimation to the party
- C. The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Manpower Service Provider and for sufficient consideration the Bank has agreed to issue this guarantee in favour of OSBC

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank unconditionally and irrevocably agrees that it shall upon receipt of a written demand from OSBCL shall pay to OSBCL, within 3 (three) working days of receipt of such written demand from OSBCL, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to OSBCL or any reference to the Manpower Service Provider, forthwith the full amount, without any deductions or set off or counter claims whatsoever. The sum claimed by OSBCL in such demand shall not exceed an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Manpower Service Provider or any other person.

The Bank agrees that this Bank Guarantee does not limit the number of claims that may be made by OSBCL against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount

2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that OSBCL receives the full amount due hereunder as if no such withholding had occurred.
3. This Bank Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:
 - (i) Payment by the Bank of the Guaranteed Amount in full to OSBCL;
 - (ii) OSBCL notifying the Bank in writing that OSBCL has no further entitlement under this Bank Guarantee; and
 - (iii) Six months after the date of completion of contractual work or for any further period as notified by OSBCL.

Upon which the obligations of the Bank under this Bank Guarantee shall stand discharged

4. The obligations of the Bank herein are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Manpower Service Provider or any change in its ownership or any purported assignment by the Manpower Service Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety

Further, this Bank Guarantee is in no way conditional upon any requirement that OSBCL first attempts to procure the Guaranteed Amount from the Manpower Service Provider or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount

5. The Bank hereby unconditionally and irrevocably agrees that its liability under this Bank Guarantee shall not be discharged by virtue of any agreement between OSBC and the Service provider, whether with or without the Bank's knowledge, or by reason of the OSBCL showing any indulgence or forbearance to the Manpower Service Provider.
6. The Bank's obligations under this Bank Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.
7. The obligations of the Bank under this Bank Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part including (whether or not known to it or OSBCL):
 - (a) any time or waiver granted to, or composition with the Manpower Service Provider or any other person any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Manpower Service Provider or any other person.
 - (b) any variation of the Contract, so that references to the Contract in this Bank Guarantee shall include each variation,
 - (c) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability illegality or invalidity of the obligations of the Bank under this Bank Guarantee or the unenforceability, illegality or invalidity of

the obligations of any person under any other document or guarantee, to the extent that each obligation under this Bank Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability illegality or invalidity,

- (d) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount).
8. The Bank represents, warrants and unconditionally and irrevocably undertakes to the OSBCL that:
- (a) It has the power to execute, deliver and perform all the terms and provisions of this Bank Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance of this Bank Guarantee by it:
 - (b) the Bank has duly executed and delivered this Bank Guarantee, and this Bank Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles:
 - (c) neither the execution, delivery or performance of this Bank Guarantee by the Bank, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality, (ii) conflict or be inconsistent with or result in any breach of any of the material terms covenants, conditions or provisions of, or constitute a default under any agreement, Contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Bank Guarantee, or (ii) the legality, validity, binding effect or enforceability of this Bank Guarantee; and

- (e) this Bank Guarantee will be enforceable unconditionally when presented by OSBCL for payment to [Name and address of the Issuing/ Confirming Bank], Bhubaneswar
9. This Bank Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the OSBC in exercising any right, power or privilege hereunder and no course of dealing between the OSBCL and the Bank, or the Manpower Service Provider, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
10. If any one or more of the provisions contained in this Bank Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the OSBCL to replace the invalid, illegal or unenforceable provision.
11. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Bank Guarantee.
12. Any demand, notice, request or other communication to be given or made under this Bank Guarantee shall be deemed to have been duly given or served:
- (i) Upon the OSBCL, at 2nd Floor, Fortune Tower, Chandrasekharpur Bhubaneswar marked for the attention of General Manager (Admn.)
 - (ii) Upon [Name and address of Issuing/ Confirming Bank] marked for the attention of [Insert title]
13. The Bank:
- (a) acknowledges that OSBCL may review this Bank Guarantee and may require changes thereto as a condition of awarding the contract to the Manpower Service Provider, and
 - (b) shall consider any such requirements in good faith

14. This Bank Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action suit or proceeding arising out of or relating to this Bank Guarantee shall be to the exclusive jurisdiction of Courts located in Bhubaneswar.

15. OSBCL may assign or transfer all or any part of its interest herein to any 3 Party with prior intimation to the Bank. The Bank shall not assign or transfer any of its right or obligations of this Bank Guarantee under any circumstances except without prior approval of OSBCL.

16. Notwithstanding anything else in the Bank Guarantee,

(a) Our liability under this Bank Guarantee shall not exceed Rs. 35 Lakhs (Rupees Thirty Five Lakhs only);

(b) The Bank Guarantee shall be valid till ----- (provided that the Bank shall continue to be liable until all demands or claims made on or before -----] have been fully paid: The Bank further agrees and undertakes unconditionally that this Bank Guarantee shall be extended from time to time pursuant to any extension of the Contract.

(c) We, the Bank, are liable to pay the guaranteed amount of Rs.35 lakhs (Rupees Thirty Five Lakhs only) or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----.

IN WITNESS WHEREOF the Bank has set its hands hereunto on the day month and year first hereinabove written.

Signed and delivered for and behalf of [insert name of Bank] by hand

Witness:

1.....

2.....

Authorized Signatory