

# **“TENDER FOR OUTSOURCING OF OFFICE & IT RELATED PERSONNEL”**



**ODISHA STATE BEVERAGES CORPORATION LIMITED  
(A GOVERNMENT OF ODISHA UNDERTAKING)  
2<sup>ND</sup> FLOOR, FORTUNE TOWER, CHANDRASEKHARPUR,  
BHUBANESWAR-751023 (ODISHA)**

**Tel: 0674-2303972(O)  
Email:- [osbcltd@gmail.com](mailto:osbcltd@gmail.com)  
Website: <https://osbc.co.in>**

## TENDER NOTICE

Dated :08.10.2021

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service provider for providing Office & IT related Manpower Services for Head Office and Depots of Odisha State Beverages Corporation Ltd.

The details of the bidding process are as follows:

SI .No	Bidding Schedule	Deadline
1	Date of Issue	<b>08.10.2021</b>
2	Bid Due Date and Time	<b>28.10.2021 , 5 P.M.</b>
3	Opening of Technical Bid	<b>29.10.2021, 11.30 A.M.</b>
4	Opening of Financial Bid	<b>11.11.2021, 11.30 A.M.</b>

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 a third sealed cover super-scribed “Bid for Outsourcing of Office & IT related personnel at OSBC Ltd.” must reach the undersigned on or before **5 P.M.** of **28.10.2021** by **Speed Post/Registered Post** only. Fax/E-mail Tenders or by any other mode will not be accepted

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the website <https://osbc.co.in>.

Address for submission of bid:

**Odisha State Beverages Corporation Ltd.**  
**2<sup>nd</sup> Floor, Fortune Tower,**  
**Chandrasekharapur, Bhubaneswar- 751023 (Odisha)**

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

## INDEX

<b>Sl. No.</b>	<b>Section</b>	<b>Description</b>	<b>Page</b>
1.	Section-I	Instruction to Bidders	4-8
2.	Section-II	Scope of the Work	9-11
3.	Section-III	Schedule of Requirement	12
4.	Section-IV	General Terms and Conditions	13-17
5.	Section-V	Technical Bid	18-24
6.	Section-VI	Financial Bid	25-26
7.	Section- VII	Bid Submission Checklist	27
8.	Section-VIII	Service Agreement	28-29
9.	Section- IX	Performance Bank Guarantee Format	30-36

**SECTION - I**  
**Instruction to Bidders**

**A. General Information:**

1. Odisha State Beverages Corporation Ltd. (hereinafter referred as "OSBC Ltd.") requires the service of reputed, well established, financially sound and registered Service Providers to provide 172 Nos. of Office & IT Related Personnel by deploying adequately trained and disciplined man power at its Head Office and Depots under OSBC Ltd.

2. The period of contract for providing the aforesaid service will be for a period of 2 years w.e.f. 01.12.2021 to 30.11.2023. The contract may be extended for such period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. **The authority reserves the right to terminate the contract at any point of time after giving 30 days' notice to the Service Provider without showing reason whatsoever.**

3. The interested bidders may visit the Head Office of OSBC Ltd. on any working day between the office hours to have a thorough knowledge of the work to be performed and about the Tender Conditions before preparation and submission of the bid.

**Eligibility criteria:**

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Supporting documents to be furnished along with the Technical Bid</b>
1	The bidder should be registered under appropriate authority, such as: <ul style="list-style-type: none"><li>• Registered under the Companies Act 2013</li><li>• Registered under the Indian Partnership Act 1932</li><li>• Registered under the Indian Trusts Act 1882</li><li>• Registered under the Societies Registration Act 1860.</li><li>• Registered under the Limited Liability Partnership Act 2008.</li></ul>	Certificate of Incorporation/Registration
2	The bidder must have at least the experience for last three years in providing similar services to Central / State Government /Autonomous bodies/ agencies / societies / corporate bodies.	Copies of the work order from the previous Authorities along with completion certificate of the work awarded to them.

Sl. No	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
3	The Registered Office / Branch Office of the Service Provider must be located within the Jurisdictional area of Bhubaneswar, Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill & Email ID of the office)
4	Must have average Annual Financial Turnover of Rupees Five Crores during the last three Financial Years.	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period.
5	Must have its own Bank Account in any Scheduled Bank situated in Odisha.	Copy of the pass book reflecting transaction statement for the last 6 month.
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 Tender.	An undertaking to this effect to be furnished by the bidder as per the prescribed format <b>[Form – T2]</b>
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. <b>[Form – T3]</b>
8	Other Statutory Documents:	<p>Copies of :</p> <ul style="list-style-type: none"> <li>• <input type="checkbox"/> PAN,</li> <li>• GSTIN,</li> <li>• <input type="checkbox"/> Copies of EPF &amp; ESI Registration Certificate</li> <li>• <input type="checkbox"/> IT return for the last 3 assessment year</li> <li>• Valid License under Contract labour (Regulation &amp; Abolition) Act, 1970.</li> <li>• Valid License under Odisha Shops &amp; Commercial Establishments Act, 1956</li> </ul>

## **B. Submission of Bid:**

The proposal complete in all respect as specified must be accompanied with a Non- refundable amount of **Rs.10,000/- + GST @18% (i.e. total amount of Rs.11,800/-)** towards **Bid Processing Fee and EMD of Rs.2,00,000/- (Rupees Two Lakh only)** in form of **Demand Draft** in favour of “**Odisha State Beverages Corporation Limited**”, drawn in any scheduled commercial bank and payable at **Bhubaneswar** failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post only so as to reach the authority by **5.00 P.M. of 28.10.2021**.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date and time will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

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 for Outsourcing Office & IT Related Personnel at OSBC Ltd.**” and “**Financial Bid for Outsourcing Office & IT Related Personnel at OSBC Ltd.**” Both sealed envelopes must be kept in a third sealed envelope super-scribing “**Bid for Outsourcing of Office & IT related personnel at OSBC Ltd.**”

Selected bidder will have to deposit a Performance Security of **Rs. 30 Lakhs (Rupees Thirty lakhs only)** in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of “**Odisha State Beverages Corporation Limited**” as per the prescribed format provided in the tender document at **Section - IX** for a period of Six months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from **01.12.2021 to 31.05.2024**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after Six months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. 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.

The successful bidder shall intimate about the acceptance of the offer for providing office & IT related personnel in OSBC within 03 days from the date of issue of the selection letter from OSBC followed by submission of Performance Security in shape of Bank Guarantee within 03 days of submission of the acceptance letter. The selected bidder shall execute agreement with OSBC within 03 days from the date of submission of Performance Bank Guarantee.

Failure of compliance of the above in any step within the stipulated days, the EMD submitted by the L-1 bidder will be forfeited and his tender will be cancelled without notice.

Then the next lowest bidder will be invited to accept the above work on the price offered by the L1 bidder and to comply all required formalities within 07 days of issue of the offer letter from OSBC. If next lowest bidder does not agree to accept the offer price of the L1 bidder and fails to execute the agreement after submission of Performance Security Deposit within the stipulate time as mentioned above, then total tender process will be cancelled and fresh tender will be invited. But the EMD of next lowest bidder will be refunded without any interest.

In the event, there is tie in the L-1 price offered by more than one bidder, the bid shall be finalized in respect of the bidder whose Annual Turnover is highest among them. If the bid cannot be decided on the basis of the Annual Turnover, then the bid will be finalized on the basis of the comparative experience and the bidder having more years of experience in providing Office & IT related personnel shall be selected.

In the event, the bid cannot be finalized on the basis of the above, which will happen if the Annual Turnover and years of experience becoming equal, then the bid shall be finalized on the basis of the lottery.

### **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 on the bidder's letter head
- b) Demand Draft in support of Bid processing fee as applicable
- c) Demand Draft in support of EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last three assessment years
- h) Copies of EPF&ESI Registration Number
- i) Copy of valid license under Contract Labour Regulation & Abolition Act, 1970 ) and Odisha Shops & Commercial Establishments Act,1956
- j) Copy of Bank Pass Book reflecting transaction statement for the last 6 month.
- k) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 Financial Years.
- l) Copies of work orders from the previous organizations for providing Services during last 3years including its completion certificate.
- m) Undertaking regarding non-blacklisting (On stamp paper)
- 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, filled-in clearly and signed with sealed by the bidder in every page in the bid document for submission.** If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Technical Bid will be opened in Head Office of OSBC Ltd. on **29.10.2021 at 11.30 A.M.** in presence of the authorized representatives of the bidders, who wish to be present at that time. Financial bid of the technically qualified bidders shall be opened on **11.11.2021 at 11.30 A.M.** in presence of the authorized representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

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.

Agency Commission should be quoted in such a manner that the selected bidder during contract period will be able to fulfill all the terms and conditions stipulated in the Tender.

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.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.



## SECTION-II

### SCOPE OF THE WORK

1. Odisha State Beverages Corporation Limited invites sealed bids from the eligible bidders to provide Office & IT related Manpower Services for Head Office and Depots of OSBC Ltd.
2. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform data entry and office support services.
3. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.
4. The manpower service provider should have an empanelled list of trained/experienced Data Entry Operators (DEOs) / Office Support Staff so that uninterrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition
5. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the OSBC Ltd..
6. The manpower deployed by the service provider shall be required to report for work at 10.00 AM and leave office at 5.00 P.M. and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration.
7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.

- 8.** The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
- 9.** The entire financial liability in respect of manpower services deployed in OSBC Ltd. shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
- 10.** The Manpower Service Provider shall provide a substitute well in advance with prior approval of OSBC Ltd., if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
- 11.** 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.
- 12.** The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed in OSBC Ltd. The service provider should ensure regular payment of monthly wages (along with payment of statutory obligations) to the personnel engaged by the service provider by First Week of the succeeding month along with deposit of all statutory dues. The service provider should credit the monthly wages (along with payment of statutory obligations) of its employees in their respective Bank Account through electronics mode only. Payment by any other means shall not be accepted by OSBC Ltd. for reimbursement.

## **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 Data Entry Operator 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 for engagement during the contract period of the service provider may be relaxed in case of the petitioners who had filed cases before the Hon'ble High Court in WP(C) No.20217 of 2015 & other similar cases, wherein the Hon'ble Court in its order dt.14.03.2016 observed that "since the petitioners have already rendered services 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 given preference for engagement instead of depriving them to continue in service and extend all benefits as due and admissible in accordance with law."

## SECTION –III

### Schedule of Requirement:

Tentative requirement of different category of manpower is given below:

<b>Data Entry Operators (in Skilled Category)</b>	-	<b>36</b>
<b>Assistants (in Skilled category)</b>	-	<b>66</b>
<b>Attendants (in Semi-skilled category)</b>	-	<b>66</b>
<b>Drivers (in skilled category)</b>	-	<b>03</b>
<b>Sweeper (in Unskilled Category)</b>	-	<b><u>01</u></b>
<b>Total</b>	-	<b>172</b>

The above numbers of personnel are required on outsourced basis for Head Office of OSBC as well as 9 Nos. depots located in various places of Odisha and other related offices as per the terms and conditions set out by OSBC Ltd.

**The above requirement is not fixed and is subject to variation by way of enhancement or reduction as per the need of the Corporation from time to time.**

## **SECTION – IV**

### **GENERAL TERMS AND CONDITIONS**

1. 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 be above 21 years of age and the maximum age should as per the technical requirement for manpower as provided in page 11 of this bid document.
2. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of OSBC Ltd.
3. The personnel so deployed should be paid the wages along with Variable Dearness Allowance (VDA) and other applicable dues from time to time prescribed by the Labour & ESI Deptt., Govt. of Odisha keeping in view of the statutory provision under the Minimum Wages Act as well as VDA declared by the Labour Commissioner, Odisha from time to time.
4. The rate quoted by the Manpower Service Provider should not be less than the rate of wages mentioned for respective categories in the notification dt.30.10.2018 Govt. of Odisha in Labour & ESI Deptt., along with VDA as prevalent on the date of submission of the Tender.
5. The Manpower Service Provider will also be responsible for their leave, replacement, weekly off, holiday and other welfare measures and keep OSBC Ltd. indemnified against any claim made by the personnel so deployed. If any deployed person is found to be negligent, disobedient or mischievous, the Manpower Service Provider shall upon information/instruction from OSBC, shall replace the said person immediately with a suitable substitute.
6. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Acts & Rules in respect of the manpower so deployed in OSBC. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever against the Corporation including any claim for employer and employee relationship etc.

7. The personnel deployed by the Manpower Service Provider shall be required to report for work at the place indicated in the work order and will attend the work as per the assignment by the Controlling Officer of OSBC.
8. The entire financial liability in respect of manpower services deployed at the Head Office as well as other related offices and/or Depots shall be the responsibility of the Manpower Service Provider and the Corporation will in no way be liable for the same.
9. It will be the responsibility of the Manpower Service Provider to make payment in Electronic mode only to its deployed personnel and in no other manner. Payment if made in any other manner shall not be accepted to be a valid payment by OSBC Ltd.
10. The Corporation shall not be responsible on account of death, disability or for any financial loss to any person deployed by the Manpower Service Provider arising in the course of their performing the functions/duties or for payment towards any compensation by the service provider. Even if such disability manifests after termination of the contract, it shall be the exclusive liability of the Manpower Service Provider.
11. The Manpower Service Provider shall be solely responsible for any grievance or resolution of all disputes relating to manpower/persons deployed by him. The Corporation shall, in no way, be responsible for consideration or settlement of any such issues whatsoever.
12. Any financial or other benefits, if claimed by the persons deployed by the Manpower Service Provider shall not be considered by the Corporation.
13. The persons deployed by the Manpower Service Provider should have good police records. If any criminal case is found pending against the deployed persons the Manpower Service provider will be held responsible. The manpower service provider shall maintain a register of personal details of the persons to be deployed by them and shall submit the same to the authorities of the corporation as and when the same shall be required.
14. 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 continue to work under OSBC Ltd. any further and shall have no claim for absorption in regular service or in any other capacity in OSBC.

15. The Manpower Service Provider shall submit the monthly bill in original at Head Office within first week of the succeeding month for reimbursement of the bill along with the following papers/documents positively.
- a) Attendance sheets duly signed by the service provider and countersigned by the authorized officer for the persons deployed at Head Office as well as other related offices and the Branch Managers of the depots in respect of the persons deployed in the depots.
  - b) The statement of wages (including payment of statutory obligations) paid electronically to the deployed personnel duly authenticated by the concerned Bank and counter signed by the Manpower Service Provider.
  - c) The statement of EPF & ESI along with the proof of its deposits duly counter signed by the Manpower Service Provider.
16. In the event of enhancement of Minimum Wages or VDA by Govt. of Odisha, the same shall be paid to the deployed personnel along with payment/deposit of corresponding statutory dues with prior intimation to OSBC Ltd. which will be reimbursable by OSBC Ltd.
17. The Manpower Service Provider shall be responsible for contribution and deposit towards Employees Provident Fund (EPF) and Employees State Insurance (ESI), wherever applicable for its persons deployed in OSBC. He shall submit copies of ECRs for such deposits in support of his compliance and also for reimbursement of the same. The Manpower Service Provider shall ensure creation of the Unique Activation Number (UAN) and EPF Pass Book as well as issue of ESI Health Card in favour of each deployed personnel.
18. The Manpower Service Provider shall have exclusive responsibility for payment of employer's and employee's contributions per year @ Rs.40/- and Rs.20/- respectively to the Odisha Labour Welfare Board as per the letter no.277 dt.5.1.2019 of Labour Commissioner, Odisha, Bhubaneswar. The Manpower Service Provider will deduct per year @Rs.20/- from the wages of each deployed personnel and Rs.40/- will be borne by the Man Power Service Provider.
19. The Manpower Service Provider will be liable to deposit the GST @18% i.e. (CGST @ 9% & SGST @ 9%) with the Statutory Authority as applicable from time to time on the total billed amount of OSBC Ltd. which should be clearly indicated in the monthly bill. The same will be reimbursed by OSBC Ltd.

20. The Corporation shall not be responsible in any manner in case of any non-compliance by the Manpower Service Provider towards the deposit of statutory dues like applicable EPF, ESI and GST. If any dispute arises on this account, the Manpower Service Provider will squarely be responsible and will meet all disputes and keep the OSBC totally indemnified from any contingencies arising out of it. In the event of any liability arising against OSBC Ltd. for non-compliance of the above, the financial liability shall be adjusted from the performance security deposit of the manpower service provider.
21. The Tax deduction at Source (T.D.S.) shall be made 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 Corporation to the Manpower Service Provider after completion of each financial year.
22. The Manpower Service Provider shall maintain all statutory registers required under the law and shall produce the same, on demand, to the authorities of the Corporation and/or any other statutory authority.
23. In case, the Manpower Service Provider fails to comply with any liability under the appropriate law or failure to discharge the duties by the deployed personnel and as a result thereof, the Corporation is put to any loss/obligation, monetary or otherwise, the Corporation will be entitled to get itself reimbursed/recovered from the pending bills/security performance deposit in shape of Bank Guarantee of the Manpower Service Provider kept with the OSBC Ltd. to the extent of the loss or obligation in monetary terms. If the amount is not sufficient to cover the loss then OSBC will initiate legal action as deemed proper for recover of any shortfall amount.
24. If the deployed personnel are found to be involved in any adverse activities and for that reason if any loss occurs to OSBC, then Manpower Service Provider shall bear the financial loss and deposit the amount of loss in OSBC account within a stipulated period. If the Manpower Service Provider fails to do so then the loss amount shall be recovered from the amount payable to Manpower Service Provider and/or from the security performance deposit deposited in favour of OSBC. If the loss amount is more than that of the amount adjusted as per the above, then legal action will be taken against the Manpower Service Provider as deemed proper to recover the balance amount and termination of agreement/work order may be followed.



25. If at any later stage it is found that the selected Manpower Service Provider has furnished false information in the technical bid, then OSBC may disqualify him from further participating in the tender process and/or cancellation of agreement/work order as the case may be.
26. OSBC reserves the right to terminate the contract/agreement at any point of time after giving one month's notice to the Service Provider in case of violation or non-fulfillment of terms & conditions of the agreement.
27. The Bonus amount as applicable from time to time will be paid by the manpower service provider from its own source to the deployed security personnel in OSBC Ltd. and same will be reimbursable by OSBC Ltd. on submission of proof of payment by the manpower service provider.
- 28. Agency Commission should be quoted in such a manner that the selected bidder during contract period will be able to fulfill all the terms and conditions stipulated in the Tender.**
29. In the event of any dispute arising in respect of the clauses of the Agreement the same shall be resolved through bipartite negotiation and active mediation, wherein the decision of the M.D., OSBC Ltd. shall be final and binding.
30. In the event of any dispute arising out of or in connection with this agreement the same shall be referred to the Sole Arbitrator to be nominated by the Secretary to Govt., Department of Excise, Govt. of Odisha who shall decide the dispute as per the provisions of the Arbitration and Conciliation Act 1996 and his decision shall be final and binding on the parties.
31. OSBC reserves the right to add any further condition at the time of execution of the agreement.
32. The Courts at Bhubaneswar only shall have the exclusive jurisdiction to deal with any/all matter arising out this agreement.

**SECTION – V**

**TECHNICAL BID**

**COVERING LETTER  
(BIDDER LETTER HEAD)**

Bhubaneswar  
Date.08.10.2021

**To  
The General Manager (Admn.),  
OSBC Ltd.,  
2<sup>nd</sup> Floor, Fortune Tower,  
Chandrasekharapur,  
Bhubaneswar.**

**Sub:** Tender for Outsourcing of Office & IT Related personnel at Head Office and Depots of OSBC Ltd.

Madam/Sir,

I / We, the undersigned, offer to participate in the tender process to provide services for Outsourcing of Office & IT Related personnel at Head Office and Depots of OSBC Ltd. in accordance with your Tender Notice Dated 08.10.2021. I / We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I / We hereby declare that all the information and statements provided in the technical proposal are true and correct and I / We accept that any misinformation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I / We 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 / We hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Bid document. In case any provision of this tender are found violated, then your office shall have the right to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

*Authorized 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 and Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Directors / Partners with mobile numbers and Email id	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	GSTIN (Attach self attested copy.)	
10.	E.P.F Registration No. (Attach attested copy)	
11.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
12.	License under Contract Labour (R&A) Act, 1970	
13.	Licence under Odisha Shops & Commercial Establishments Act, 1956.	
14.	Acceptance to all the terms & conditions of the tender (Yes/No).	
15.	Power of Attorney / authorization letter for signing the bid documents	
16.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
17.	Kindly mention the total number of pages in the tender document.	

**18. Financial Turnover of the bidder for the last Three financial years (“2018-19, 2019-20 & 2020-21”) Copy of the Balance Sheet to be attached.**

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1		
FY2		
FY3		

**19. Details of the similar type service provided by the bidder in last 3 years:**

Sl. No.	Period	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						

**20. Declaration**

I, Smt/Miss/Shri \_\_\_\_\_ Son/Daughter/Wife of  
Shri \_\_\_\_\_, Proprietor/ Director/  
Authorized 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 Authorized Representative with seal)**

Place: .....

Date: .....

**Enclosures:**

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed)
4. Duly 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 undertake that, our organization 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 recent past.

Yours sincerely,

***Authorized Signature  
[In full and initials]***

**Name and Designation of the Signatory:**

**Name of the Bidder and Address:**

**FORM-T3**

**UNDERTAKING**

***[On the Bidder's Letter Head regarding not has any pending judicial proceedings for any criminal offences]***

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

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,

***Authorized Signature  
[In full and initials]***

**Name and Designation of the Signatory:**

**Name of the Bidder and Address:**

## **TECHNICAL BID EVALUATION**

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified in the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders representatives who choose to attend. The Contract shall be awarded to the Lowest (L-1) Bidder on the basis of wages and Agency Commission quoted in the Financial Bid.



**SECTION – VI**

**FINANCIAL BID**

**COVERING LETTER  
(BIDDER LETTER HEAD)**

*Bhubaneswar  
Date 08.10.2021*

**To  
The General Manager (Admn.),  
OSBC Ltd.,  
2<sup>nd</sup> Floor, Fortune Tower,  
Chandrasekharpur,  
Bhubaneswar.**

**Sub:** Tender for Outsourcing of Office & IT Related personnel at Head Office and Depots of OSBC Ltd.

Madam/Sir,

I / We, the undersigned, offer to participate in the tender process to provide services for Outsourcing of Office & IT Related personnel at Head Office and Depots of OSBC Ltd. in accordance with your Tender Notice Dated 08.10.2021. Our financial price is attached here with for the proposed service. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to 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.  
I remain,

Yours faithfully,

**Authorized 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.

**SECTION – VII**  
**BID SUBMISSION CHECK LIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL BID (ORIGINAL)</b>			
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 Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid Licence under Contract Labour(R&A) Act,1970 & License under Odisha Shops & Commercial Establishments Act,1956		
10	TECHNICAL BID duly filled in ( <b>Covering Letter, FORM- T1, T2 and T3</b> )		
11	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 financial years		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments & completion certificate from the authorities		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.( <b>FORM- T2</b> )		
15	Undertaking for not having any police case pending against the bidder ( <b>FORM- T3</b> )		
<b>FINANCIAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid ( <b>FORM- F1</b> )		

It is to be ensured that:

- *All information has 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 Designation with Date and Seal:** \_\_\_\_\_

## SECTION – VIII

### SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on \_\_\_\_\_ between, Odisha State Beverages Corporation Limited (hereinafter called as the “**Authority**”) of the 1st Part and \_\_\_\_\_ its principal place of business at \_\_\_\_\_ (hereinafter called the “**Service Provider**”) of the 2<sup>nd</sup> Part.

#### **WHEREAS**

- a) the “**Service Provider**”, having represented to the “**Authority**” that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice Dated: **08.10.2021** issued by the Authority;
- b) the “**Authority**” has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the two parties as follows

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

**Appendix A: General Terms and Conditions**  
**Appendix B: Scope of Work;**  
**Appendix C: Contract Price and Payment Term;**

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Contract, in particular :
  - a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
  - b) The Certificate on the satisfactory performance of services by the Service Provider shall be issued by an Officer authorized by the “**Authority**” and in consideration of the Certificate of Satisfactory Performance of the Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

### 3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

### 4. Now this agreement witnesses as below:-

- a. That in consideration of the payment to be made by the “**Authority**” to the “**Service Provider**”, the “**Service Provider**” hereby agrees with the “**Authority**” to provide manpower resources to be engaged in the Head Office, Depots and other related offices of OSBC Ltd. in conformity with the provisions of the terms and conditions of the contract.
- b. That the “**Authority**” hereby further agrees to pay the “**Service Provider**” the contract price at the time and in the manner prescribed in the said terms and conditions.
- c. Financial limit under this Contract varies with changes in statutory dues and Government taxes as applicable from time to time.
- d. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e. That this agreement is valid up to 30.11.2023.

*For and on behalf of **OSBC Ltd.***

*Witness 1:*

*Witness 2:*

*For and on behalf of **[SERVICE PROVIDER]***

***[Name and Designation of the Representative with seal]***

*Witness 1:*

*Witness 2:*

## FORMAT FOR BANK GUARANTEE

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 2<sup>nd</sup> Floor, Fortune Tower, Chandrasekharpur, 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 after the period of contract is over i.e from **01.12.2021 to 31.05.2024** 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 OSBC shall pay to OSBC, within 3 (three) working days of receipt of such written demand from OSBC, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to OSBC 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 OSBC 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 OSBC 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 OSBC 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 OSBC;
  - (ii) OSBC notifying the Bank in writing that OSBC 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 notify by OSBC.

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 OSBC 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 OSBC 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 OSBC):
  - (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 OSBC 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 OSBC 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 OSBC 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 OSBC 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 OSBC, at 2<sup>nd</sup> 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 OSBC 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. OSBC may assign or transfer all or any part of its interest herein to any 3<sup>rd</sup> 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 OSBC.
16. Notwithstanding anything else in the Bank Guarantee,
- (a) Our liability under this Bank Guarantee shall not exceed **Rs. 30 Lakhs (Rupees Thirty Lakhs only)**;
  - (b) The Bank Guarantee shall be valid till **31.05.2024** [provided that the Bank shall continue to be liable until all demands or claims made on or before **31.05.2024**] 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.30 lakhs (Rupees Thirty 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 **31.05.2024**

**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