



ODISHA STATE BEVERAGES CORPORATION LIMITED

(A GOVERNMENT OF ODISHA UNDERTAKING)
2nd FLOOR, FORTUNE TOWER, CHANDRASEKHARPUR,
BHUBANESWAR-751023 (ODISHA)
CIN: U51228OR2000SGC006372

Notice Inviting Tender

Sealed Tenders in the prescribed format are invited for providing **171 nos.** of Office & IT related personnel from the registered Manpower Service Providers holding valid licence as per Contract Labour (Regulation & Abolition) Act, 1970, ESI Act, 1948, EPF Act, 1952, Service Tax & Income Tax Act etc. under two bid systems viz. (i) Technical Bid & (ii) Financial Bid. The Manpower Service Provider will be required to deploy above numbers of personnel in office & IT related works of OSBC Ltd. as per the categories mentioned at page no. 3 of the tender documents.

Agencies having minimum 5 years experience in providing Office & IT related personnel to Govt./ Semi-Govt./PSU/Govt. Autonomous Bodies and gross annual turnover of minimum 5 Crore rupees need to apply. The tender documents can be downloaded from the website of OSBC Ltd. i.e. <https://osbc.co.in> and should be submitted with **the cost of Tender i.e. Rs.5, 000/- + GST @18% (CGST 9% + SGST 9%) and EMD of Rs.2, 00,000/- (Rupees Two lakh) only in shape of Demand Draft drawn in favour of Odisha State Beverages Corporation Ltd. payable at Bhubaneswar, failing which the tender shall be rejected summarily.**

The EMD is refundable without interest as per the rule mentioned in Clause No.6 of the terms & conditions of tender document. If any bidder is exempted by any competent authority from payment of above indicated money, then adequate documentary evidence has to be submitted along with the tender and the originals of the said documents has to be produced for verification during opening of Technical Bids.

The Technical Bid (**ANNEXURE I**) at page-11&12 with Declaration form at page-13 and Financial Bid (**ANNEXURE II**) at page-14 completing in all respect along with the tender document being signed by the bidder with stamp in every page shall be reached the undersigned by **1 P.M. of 8.8.2019** positively, which will be opened on the same day i.e. on **8.8.2019 at 3 PM** in presence of bidders or their authorized representative, if any. Tenders received beyond stipulated date & time and /or not accompanied with the required documents shall not be entertained. **The tenderers may please take note that they will not be allowed to submit any required document(s) subsequently which has been mentioned in the bid document to accompany the tender/bid.**

The date and time of Financial Bid will be intimated later to the successful bidders of Technical Bid. **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.** However contract shall be awarded to the **lowest -1 bidder** on the basis of wage and agency commission quoted in the financial bid.

If the Corporation finds at any stage that any document or information submitted by the selected bidder is/are false or any adverse antecedent against any bidder before or after finalisation of the Tender, the Corporation reserves the right to reject/cancel his/her tender/work order respectively on that ground.

If any query in the tender document, then the bidder may contact with the undersigned in any working day within office hour prior to submission of bid documents. After submission of documents further queries shall not be entertained.

The Managing Director, OSBC Ltd. reserves the right to reject the lowest or any or all tenders without assigning any reason thereof.

Sd/-
General Manager (Admn.)

Validity of Tender :

The tender & rates quoted shall remain valid for a period of 30 days from the last date of submission of the tender. **The contract shall remain valid for a period of 2 (two) years w.e.f. 01.10.2019 to 30.9.2021.** The contract can be extended subject to the satisfactory performance of the service provider for a further period on the same terms and conditions or with some additions/deletions/ modifications as will be mutually agreed upon by the Manpower Service Provider and the OSBC Ltd. The decision of OSBC in this regard will be binding and final on the Service Provider.

The criteria of satisfaction will include, among others, absence of any complaint against the Manpower Service Provider or non-default on the part of the Manpower Service Provider in deposit of the statutory dues in prescribed manner and timely payment of the wages etc. through RTGS/NEFT, beside any other related criteria to be decided by the OSBC from time to time.

The period of the contract can be curtailed/ terminated before completion of the engagement period of the service provider i.e. 30.9.2021 owing to any reasons including unsatisfactory service, deficiency in service or substandard quality of manpower deployed by the selected Service Provider or violation of any conditions mentioned in the agreement.

The successful bidder has to submit an amount of **Rs.25 lakh towards Security Performance Deposit** in the form of an irrevocable and revolving Bank Guarantee in favour of OSBC Ltd. from any PSU bank at Bhubaneswar having validity period of another six months beyond the completion of the contract period i.e. from **01.10.2019 to 31.3.2022**. The Bank Guarantee will have to be given by the Bank in the Format prescribed by OSBC and not in any other format. The prescribed format will only be provided to the finally selected bidder. The work order will be issued on submission of Security Performance Deposit in favour of OSBC Ltd. and after execution of agreement with OSBC Ltd.

If the contract is renewed, the Security Deposit in shape of the Bank Guarantee needs to be renewed accordingly prior to 3(three) months before expiry of the validity period of the same. Failing which, the renewed period of contract will be cancelled and fresh tender will be floated immediately.

The successful bidder has to 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 Security Performance Deposit in shape of bank guarantee within 03 days of submission of the offer and execution of agreement with OSBC within 03 days from the date of submission of Security Performance Deposit in OSBC. Failing 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 and to comply all required formalities within 07 days of issue of the offer letter from OSBC. If next lowest bidder fails to comply within the stipulated days then total tender process will be cancelled for fresh tender. But the EMD of next lowest bidder will be refunded without any interest.

Scope of Work:

Tentative requirement of different category of manpower is given below:

Assistants (in Skilled category)	-	65
Data Entry Operators (in Skilled Category)	-	33
Attendants (in Semi-skilled category)	-	69
Drivers (in skilled category)	-	03
Sweeper (in Unskilled Category)	-	<u>01</u>
Total	-	<u>171</u>

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 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.

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 cases 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.14.3.2016 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."**

Terms and Conditions :

1. 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.
2. 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.
3. 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 of Labour & ESI Deptt., Govt. of Odisha along with VDA at present.
4. 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.
5. 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.

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested Manpower Service Providers are advised to submit two separate sealed envelopes super scribing **“Technical Bid for Providing Office & IT Related Manpower Services to Odisha State Beverages Corporation Ltd.”** And **“Financial Bid for Providing Office & IT Related Manpower Services to Odisha State Beverages Corporation Ltd.”**. Both the sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Office & IT Related Manpower Services to Odisha State Beverages Corporation Ltd.”**. Fax/E-mail Tenders will not be accepted. The Tenders will be opened on the stipulated date and time as mentioned in the Tender Notice.

In the first place, the Technical bids will be opened and Financial bids of those who qualify in the Technical bids after scrutiny will be opened on intimation. Contract shall be awarded to the **lowest -1 bidder** in the Financial bid.

- a) The EMD in respect of bidders not qualifying in the technical bid will be refunded without any interest within 30 days from the date of opening of technical bids.
- b) EMD in respect of bidders qualifying in the technical bid but not finally selected as per the financial bid will be refunded without any interest within 30 days from the date of opening of the financial bids.
- c) EMD in respect of finally selected bidder will be refunded without any interest within 30 days after submission of Bank Guarantee and signing of agreement with OSBC within the stipulated period as mentioned at Page No.3.
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.
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 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.
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 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 electronically wages paid 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.
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 @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.
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.
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.
24. If any adverse activities found by the deployed personnel 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 for 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.**
 27. **The Manpower Service Provider will pay the bonus component in favour of each deployed personnel as per the applicable rule from time to time. The bonus amount shall be paid by the Manpower Service Provider to the eligible personnel from its own source and will not come under reimbursable provision.**
 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. All disputes thereafter shall be within the jurisdiction of the courts at Bhubaneswar only.

APPLICATION - TECHNICAL BID

FOR PROVIDING OFFICE & IT RELATED PERSONNEL TO ODISHA STATE BEVERAGES CORPORATION LTD.

1. Name of Tendering Manpower Service

Provider _____

2. Details of Earnest Money Deposit: DD No. _____ date _____

Rs. _____ drawn on Bank _____

3. Name and address of Proprietor/

Partner(s) /Director(s):

(With phone numbers)

(Attach separate sheet if required)

4. Full Address of Registered:

Office

Telephone No. :

FAX No. :

E-Mail Address:

5. Full address of Operating/

Branch Office :

Telephone No. :

FAX No. :

E-Mail Address:

6. Name & telephone no. of

Authorized officer/person

to liaise with Depots &

Head Office

7. Banker of the Manpower Service Provider:

(A certificate from the Manager of the concerned bank in the letter head of the bank that the bidder has maintained account with it and its transactions during the last three years (i.e. for the year 2016-17, 2017-18 & 2018-19) exceeds annual value of more than Rs.5 Crore every year)

Telephone Number of the Banker: _____

8. Licence/Registration Number under
Contract Labour (Regulation & Abolition) Act, 1970.
(Enclose copy of licence) : _____

9. PAN/GIR No. : _____
(Attach self attested photo copy)

10. GST Registration No. _____
(Attach self attested photo copy)

11. E.P.F. Registration No. : _____
(Attach self attested photo copy)

12. E.S.I. Registration No. : _____
(Attach self attested photo copy)

13. Copy of the Audited Balance
Sheet for the year 2016-17, 2017-18
& for 2018-19 provisional/Audited
Balance Sheet _____
(Attach copy of the Balance Sheet & P/L account only)

14. Names of the Public Sector/Government Organization/ Govt. Autonomous
Bodies/ Semi-Govt. to whom similar services have been provided by the firm
during the last three years. (Please attach supporting documents).

15. The Partnership Firm must submit their Registered Partnership Deed along
with the Registration Certificate issued by I.G.R.

Signature of the Tenderer

Name:

Seal:

Date :

Place:

DECLARATION

1. I, _____ Son/Daughter/Wife of
Shri _____ Proprietor/Director/
authorized signatory (proof of authorized signatory to be submitted) of the
Manpower Service Provider M/s. _____, am
competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the
tender and undertake to abide by them;
3. The information/documents furnished in the Technical Bid Application are
true and authentic to the best of my knowledge and belief. I/we am/are
well aware of the fact that furnishing of any false information/fabricated
document would lead to rejection of my tender/work order at any stage
besides liabilities towards prosecution under the appropriate law.
4. No criminal/legal proceeding(s) relating to default on payment of wages or
on deposit of statutory dues is/are pending against me/us.

Signature of the Tenderer

Full Name:

Seal:

Date :

Place:

Note: In case the legal proceeding/s has been settled, details of the final order may be enclosed.

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 alongwith VDA (Per Day per head)					
Agency Commission (Per Head per month)					
Total :					

Signature of Tenderer

Full Name:

Date:
Place:

Seal:

Note: The rate quoted above should not be less than the rate of basic wage as per the Labour & ESI Deptt. Notification dated 30.10.2018 keeping the applicable Labour Laws in view along with VDA at present.