

## **E – TENDER DOCUMENT**

Detailed e-tender document for  
Selection of Manpower Agency for  
providing services of personnel's to  
Odisha State Seeds Corporation Ltd  
during 2018-19



**Cost of Tender document : Rs. 10,000.00 + GST @12% (Those who download the tender document from govt. of odisha tender Website <https://tendersodisha.gov.in> should enclose a DD for Rs.11,200.00 towards cost of tender(bid) document).**

**ODISHA STATE SEEDS CORPORATION LTD  
SANTARAPUR, BHUBANESWAR-2  
Tel-MD 0674- 2340573, Fax-2340096, E Mail- [mdosscltd456@gmail.com](mailto:mdosscltd456@gmail.com)  
Website:<http://www.osscltd.in>**

Signature of the Tenderer



## ODISHA STATE SEEDS CORPORATION LTD

(A GOVERNMENT UNDERTAKING)

SANTARAPUR, BHUBANESWAR- 751002.

Tel-MD 0674- 2340573, Fax-2340096,

E Mail- [mdosscltd456@gmail.com](mailto:mdosscltd456@gmail.com)

### INVITATION FOR BIDS NO- OSSC/ ESTD-3/2018

#### OPEN TENDER

Managing Director, Odisha State Seeds Corporation Ltd invites Item Wise Rate tenders in Double *Cover System* through **ONLINE MODE ONLY** for the works below for its eight Zonal Offices located at Balasore, Bargarh, Bhawanipatna, Berhampur, Boudh, Bhubaneswar, Cuttack and Jeypore. The bidders /tenderers can submit their offer either for the eight Zonal Offices or the Zonal offices of their choice in the respective portion of BOQs.

1	Name of the Cuttack and work	Providing Manpower services to Odisha State Seeds Corporation Limited. during 2018-19
2	No of work	01 no.
3	Availability of Bid document in Portal	15.00 hours on dt 04.10.2018 to 17.00 hours on dt.22.10.2018
4	Last date of receipt of tender in portal	17.00 hours on dt.22.10.2018
5	Last date and time of receipt of Bid cost and EMD at OSSC Head Office	17.00 hours on dt.23.10.2018
6	Date and time of opening of Bid	12.30 hours on dt.25.10.2018

Any Corrigendum/Addendum/Date of Extension, if any to the above tender would appear **ONLY** on the website <https://tendersodisha.gov.in>

Sd/-  
Managing Director

Signature of the Tenderer



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### CONTENTS OF TENDER DOCUMENT

Sl No	Description of Contents	Page Number
1	Preface	4-5
2	Bidder covering letter	6
3	Scope of work and general instructions for bidders	7-13
4	Tender Application - Technical Bid	14-15
5	Financial Bid	16-18
6	Bid Opening evaluation and award of contract	19
7	Check list of Documents to be provided with the Technical Bid in chronological order for arrangement of documents.(Annexure-I)	20
8	Declaration by bidder (Annexure-II)	21
9	Certificate for non-participation of near relatives (Annexure-III).	22
10	Declaration by bidder regarding blacklisting (Annexure-IV)	23
11	Draft Agreement format (Annexure-V)	24-28
12	Documents to be submitted by the successful manpower	29

Signature of the Tenderer

## 1. PREFACE

The Managing Director, **ODISHA STATE SEEDS CORPORATION LIMITED** invites e- Tenders in **Double Cover System** through **ONLINE MODE ONLY** from reputed registered Manpower Service Providers/ Agencies for providing Services of personnel to its eight Zonal Offices located at Balasore, Bargarh, Bhawanipatna, Berhampur Boudh, Bhubaneswar, Cuttack and Jeypore. The bidders /tenderers can submit their offer as mentioned above in the NIT.

### IMPORTANT DATES:-

1	Name of the work	Providing Manpower services to Odisha State Seeds Corporation Limited. during 2018-19
2	No of work	01 no.
3	Availability of Bid document in Portal	15.00 hours on dt.4.10.2018to 17.00 hours on dt.22.10.2018
4	Last date of receipt of tender in portal	17.00 hours on dt.22.10.2018
5	Last date and time of receipt of Bid cost and EMD at OSSC Head Office	17.00 hours on dt.23.10.2018
6	Date and time of opening of Bid	12.30 hours on dt.25.10.2018

1.1 During online submission of e-Tender, the copies of all e-tender documents as detailed below along with the scanned copy/copies of Offline payment of EMD and tender paper cost in shape of Bank draft favouring Managing Director OSSC Ltd, payable at Bhubaneswar must be uploaded, without which e-tender will be taken as incomplete and non-responsive and shall not be considered.

1.2 The technical-bid must be digitally signed by the e-Tenderer, else it is liable for rejection. **Only the demand draft for EMD and Tender paper cost shall have to be submitted at Head Office of OSSC Ltd on or before the last date of submission of tender through Speed Post /Registered post/Drop Box .**

1.3 **The following documents should be uploaded in the Technical Bid**

- a) Scanned Copy of E-Tender paper cost (Non-refundable) .
- b) Scanned copy of offline payment of E-Tender EMD and other documents as set out in Annexure-1(Check list)

Signature of the Tenderer

- c) Acceptance of Terms and conditions of the Tender form (Technical Bid along with relevant documents digitally signed for online submission.
- d) Scanned copy of GST, EPF, ESI Registration Certificate ,PAN,/GIR, IT Return filed for last three years, Labour license/Registration under contract Labour Regulation and control Act,1970,Certified extracts of the Bank Account details ,Certificate of blacklisting or otherwise.
- e) The bid document duly signed by the authorized signatory of the tenderer in each and every page be submitted as a token of acceptance.
- f) **PRICE BID FOR ONLINE SUBMISSION ONLY (BOQ):** The Price-Bid (BOQ) has to be submitted online only and not in physical form. **This bid must be digitally signed along with all the details filled in else the tender is liable for rejection.**
- g) If scanned copies of relevant papers / documents are not found in Technical Bid cover submitted online. the tender shall be considered as incomplete and will not be taken in to consideration.
- h) For Tender submission, the interested party may upload the tender document complete in all respects at the E-Tendering portal of Govt. of Odisha at <https://tendersodisha.gov.in>

Signature of the Tenderer

## 2. BIDDER'S COVERING LETTER

To

The Managing Director,  
Odisha State Seeds Corporation Ltd,  
Santrapur, Bhubaneswar-2

Ref: Tender no: OSSC/ Estd -3/2018

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall deposit the Performance Guarantee (P.G) as per the conditions mentioned in the contract.

We agree to abide by this bid from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. Along with the bid, I / we have submitted EMD of Rs \_\_\_\_\_ along-with Rs. \_\_\_\_\_ towards cost of tender paper.  
Dated this \_\_\_\_\_ Day of \_\_\_\_\_ (the month and year)

Signature of Authorized Signatory \_\_\_\_\_

In capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

**The cost of bid document:** Rs.11,200/-(Rupees Eleven thousand two hundred) only.

Crossed DD No. .... dated .....Drawn on bank

Signature of the Tenderer

### 3. SCOPE OF WORK AND GENERAL INSTRUCTION TO BIDDER:

#### 3.1. Service:-

Odisha State Seeds Corporation Limited, Santrapur, Bhubaneswar-751002 requires the services of reputed registered, well established and financially sound Manpower Service Providers to provide services of personnel on contract basis in all Zonal Offices located throughout the State as per requirement for day to day work as would be assigned to them in the following categories of manpower on seasonal/need based requirement from time to time.

Sl No	Particulars
1	Un-Skilled
2	Semi-Skilled
3	Skilled
4	Highly skilled

NB:-1 The Bidders (Tenderers) are to submit tender for all categories of personnel.

**Age Limit- For all categories of personnel age limit is 18 years and not exceeding 40 years. However in suitable cases the upper age may be relaxed. The Wages shall be paid as per Minimum Wages Act 1948 notified by Govt. of Odisha from time to time.**

#### 3.2. Period of Contract:

Under normal circumstances the contract for providing manpower shall be valid for a period of one year from the date of execution of the Agreement. The period of the contract may be further extended beyond the aforesaid period provided the requirement of OSSC Ltd for manpower persists at that time or may be curtailed / terminated before the existing of the Agreement period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in OSSC's requirements or if so OSSC desires for fresh tender. OSSC Ltd, however, reserves the right to terminate this initial contract at any time after giving 30 days notice to the selected Service Provider specifying reasons thereof.

#### 3.3. Requirement of man power:

The requirement of manpower by OSSC is purely seasonal and need based.

#### 3.4. Instruction to the bidder

- (i) **Minimum eligibility conditions technical requirements for the tendering manpower service provider**
- a. Be an Indian company / firm/ Agency financially sound, engaged in providing manpower/ provide services of personnel on contract basis to Zonal Offices of OSSC Ltd throughout the State as per requirement for day to day work as would be assigned to them by the OSSC Ltd, situated at Santrapur, Bhubaneswar within 1or 2 working

Signature of the Tenderer

days or earlier as per terms of placement of order (Copy of valid Registration Certificate as per existing norms, indicating legal status i.e. company/partnership firm / proprietorship etc. to be produced)

- b. An experienced Service providing Agency having good track record and client satisfaction of supplying the manpower/ personnel (proof of experience in supplying manpower to Govt. Deptt / Govt. Agencies to be submitted).
- c. Have been registered with GST Authorities. (Copy of GST registration certificate to be enclosed).
- d. Have PAN/ GIR allotted to him by concerned Department (Copy of Valid PAN/ GIR to be enclosed).
- e. Attested copy of IT return filed during last 3 financial years (2014-15,2015-16 & 2016-17) including the profit loss account and balance sheet.
- f. Valid copies of E.P.F. and E.S.I Registration Certificates.
- g. Copy of Labour license / Registration under contract Labour (Regulation & Control Act, 1970 be enclosed).
- h. Certificate of declaration regarding blacklisting or otherwise.
- i. Particulars of Bank Account including IFS code in the name of the organisation.
- j. The bid document duly signed in by the authorized signatory of the tenderer in each and every page be submitted as a token of acceptance

### 3.5 Tender paper cost and EMD:-

The tender paper cost and EMD amount must be submitted on or before the due date of opening of tender .**The amount must be submitted through demand draft / favouring Managing Director, Odisha State Seeds Corporation Limited.** The demand draft must be valid for three months and should be payable at Bhubaneswar. No interest shall be payable on the EMD. The EMD of unsuccessful bidder will be refunded within one month of finalization of tender. The earnest money of successful bidder would be converted into security deposit on request.

- 3.6 The bidder is expected to have examined all instructions, forms, terms and specification in the Bid Document. Failure to furnish the bid not substantially responsive to the Bid document in every respect will be at the bidders risk and may result in rejection of the Bid.
- 3.7 Prospective bidders should keep their offers valid up to 120 days from the date of tender opening

Signature of the Tenderer



### 3.8 **Amendment to bid documents**

At any time, prior to the date of submission of Bid, the Odisha State Seeds Corporation Limited may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by the amendments/ by issuing corrigendum.

3.9 The amendments/ corrigendum will be updated on same website only

### 3.10 **Rejection of incomplete & conditional tenders**

The incomplete & conditional Bid / tender(s) will not be considered and summarily be rejected. Quoting unrealistic rates will be treated as disqualification.

### 3.11 **Non-transferability:**

The tender is non- transferable

### 3.12. **Preparation of Bids:**

The bid prepared by the bidder and all correspondences / documents relating to the bid exchanged by the bidder with the OSSC Ltd shall be written in English only.

### 3.13 **Conditional bids:-**

The **conditional bids** shall not be considered and will be out- rightly rejected at very first instance. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

### 3.14. **Age limit & Educational Qualifications of Manpower to be provided:**

Age limit & Educational Qualifications of Manpower to be provided different categories of manpower / personnel to be deployed in OSSC Ltd is 18 years to 40 years having qualification as per details mentioned below. In suitable cases the upper age limit can be relaxed.

Sl No	Category of Manpower	Manpower required	Educational Qualification	Tentative Requirement
1	Unskilled	Daily wage workers at Processing Plant	Non matriculate	As per requirement (seasonal)
2	Semi skilled	Night-watchman/ Plant/Vehicle Helper	Minimum Class-VII pass	60 Nos
3	Skilled	Godown Assistant cum-Computer Operator	Graduate & above with PGDCA	30 Nos

Signature of the Tenderer

Sl No	Category of Manpower	Manpower required	Educational Qualification	Tentative Requirement
		Procurement –cum- Sales Assistant	Intermediate examination in Science/Commerce or equivalent from a recognised university with Computer Knowledge	5 Nos
		Driver(Light)	Minimum Class-VII pass possessing driving license	1 Nos
	Highly skilled	Accounts Assistant	Commerce Graduate & Above with certificate course in Talley ERP-9 Accounting	7 Nos
		Driver(Heavy)	Minimum Class-VII pass possessing driving license	08Nos

N.B- The above requirement is subject to change keeping in view the exigencies of work

3.15 **The wages paid shall not be less than the minimum wages Act as fixed** by Govt of Odisha.

3.16 A bid submitted with an adjustable price quotation will be treated **as non responsive** and will be rejected.

3.17 The successful bidder shall furnish **performance guarantee (P.G)** of Rs.2,00,000.00 (Rupees Two lakhs)only within 7 days of issue of intimation and before execution of agreement.

3.18 The successful tenderer will have to deposit a **Performance Security Deposit / performance guarantee (P.G)** of Rs.2,00,000/- (Rupees Two Lakhs) only in shape of Demand Draft from any Nationalized /Scheduled Bank drawn in favour of “Managing Director Odisha State Seeds Corporation Limited’ payable at Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will remain with OSSC Ltd covering the period of extended contract period The P.G deposited with OSSC Ltd is **interest free**.

### 3.19. Earnest Money Deposit(EMD):

- (i) EMD of Rs. 2.00 Lakh ( Rupees two lakh) only in the form of demand draft from any Nationalized/Scheduled bank drawn in favour of Managing Director Odisha State Seeds Corporation limited payable at Bhubaneswar shall accompany with the bid. **The EMD is interest free.**

Signature of the Tenderer

- (ii) A bid received without EMD shall be rejected as non responsive at the bid opening stage.
- (iii) EMD of lesser amount/ EMD not submitted in the manner prescribed above will be rejected. However Govt. Notification for relaxation if any shall be considered.
- (iv) The EMD of unsuccessful bidder will be discharged / returned to them within 30 days after finalization of successful bidder without any interest.
- (v) **The bid security may be forfeited:**
  - a) If a bidder withdraws his bid during the period of bid validity.
  - b) In case of successful bidder, if the bidder fails to Sign the contract.
  - c) Fails to Furnish the performance guarantee (P.G) within the specified time.

### **3.20 Period of validity of bids:**

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the OSSC Ltd as non responsive.

### **3.21 Signing of the Bids:**

- (i) All the pages of the bid document have been numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.
- (ii) All entries in the bid form should be legible and filled clearly in English only.
- (iii) The bid shall contain no interlineations & overwriting.
- (iii) The technical bid cover shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- (iv) All entries in the tender form should be legible and filled clearly.

However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

### **3.22 Right to accept / reject any or all Bids :**

The Managing Director, OSSC Ltd reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

Signature of the Tenderer

**3.23. Signing of Agreement:**

Upon the receipt of the notification of award of contract by the successful bidder, the successful bidder shall deposit the required Performance Security deposit or submit a request letter for converting his EMD to Performance Security deposit and execute the agreement within seven days.

**3.24. Termination of Default :**

The Managing Director, OSSC Ltd may, without prejudice to any other remedy for breach of contract, by written notice of default as mentioned there in sent to the Service providing Agency , terminate this contract in whole in part , if ,

- (i). The Service providing Agency fails to deliver any or all personnel within the periods(s) specified in the order or any extension thereof granted by the Managing Director, OSSC Ltd:
- (ii) The Service providing Agency fails to perform any other obligation(s) under the Contract and the Service providing Agency, in either of the above circumstances does not remedy his failure within a period of 5 days (or such longer period as the Managing Director, OSSC Ltd may authorize in writing) after receipt of default notice from the Managing Director, OSSC Ltd.

**3.25 Termination for Insolvency:**

The Managing Director, OSSC Ltd may at any time terminate the Contract (Agreement) by giving notice to the Service providing Agency, without compensation to the Service providing Agency. If the Service providing Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OSSC Ltd.

**3.26 Set Off :**

Any some of money due and payable to the Service providing Agency (including performance guarantee deposit refundable to the firm) under this contract may be appropriated by the OSSC Ltd and set off the same against any claim of the Managing Director, OSSC Ltd for payment of sum of money arising out to this contract or under any other contract made by the Service providing Agency with the Managing Director, OSSC Ltd .

**3.27 Settlement of disputes :**

Both the Authority and the Manpower Service Provider agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement what-so-ever shall be referred to the Managing Director OSSC Ltd whose decision shall be final and binding to both the parties.

Signature of the Tenderer

**3.28 Mode of payment :**

- (i) Payment against Bill / Invoice shall be released only after execution of the order and the quality/ performance of the manpower are found to the satisfaction of the OSSC Ltd Payment will be made directly to the Service providing Agency through e-transfer i.e **RTGS/ NEFT**.
- (ii) Payment to the personnel provided by Manpower Service Providing agency to OSSC Ltd be made in time and intimation to that effect be sent immediately for better appraisal/ appreciation.
- (iii) No request for other mode of payment will be entertained. No advance payment will be made in any case.

**3.29 Annulment of the Award:**

- (i) Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security & Performance Guarantee (P.G) in which event the Managing Director, OSSC Ltd may make the award to any other bidder at the desecration of the OSSC Ltd or call for new bids.
- (ii) OSSC Ltd reserves the right to **blacklist a bidder** for a suitable period in case he fails to honor his bid without sufficient grounds.

Signature of the Tenderer

**4. APPLICATION - TECHNICAL BID****For Providing Manpower Services to OSSC LTD**

**4.1.** Name of Tendering Manpower Service Provider: \_\_\_\_\_  
\_\_\_\_\_

**4.2.** Particulars of purchase of tender papers \_\_\_\_\_

**4.3.** Details of Earnest Money Deposit: DD No. ....date.....of drawn on Bank \_\_\_\_\_

**4.4** Name of Proprietor/ Partner/ Director: \_\_\_\_\_  
(Proprietor to enclose photograph with specimen signatures, Partnership Firm to enclose certified copy of Partnership Deed *and* certificate of Registration, photograph & signatures of partners, Registered Companies to enclose Memorandum & Article of Associations & certificate of Incorporation, photographs of Directors with specimen signatures.)

**4.5** Address of Registered Office  
Telephone No. FAX No, Mobile No. &  
E-Mail Address

**4.6** Full address of Operating/ Branch Office  
Telephone No. FAX No, Mobile No.&  
E-Mail Address

**4.7** Name & telephone no. of Authorized Officer / person to liaise with Field Office(s)

**4.8** Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years)

Address & Telephone Number of Banker (s) \_\_\_\_\_

**4.9** PAN No./ GIR No. (Attach attested copy)

**4.10.** Registration No. under Contract Labour Act, 1970 issued by Labour Department)

**4.11.** GST Registration No.(Attach attested copy) \_\_\_\_\_

**4.12.** E.P.F. Registration No. (Attach attested copy) \_\_\_\_\_

Signature of the Tenderer

**4.13.** E.S.I. Registration No. (Attach attested copy) \_\_\_\_\_

**4.14** Attested copy of IT return filed during last 3 financial years (2014-15,2015-16 & 2016-17) including the profit loss account and balance sheet.

**4.15** Attested copy of Bank Account details including IFS Code in the name of the organization.

**4.16.** Give details of the major similar contracts handled by the tendering Manpower Service Provider in Govt./PSU during the last two years in the following format. (if the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Name of client address, telephone & Fax No.	Manpower services Provided		Amount of contract (in Lakhs)	Duration of contract	
		Type of manpower provided in	Nos			
1	Govt. Department					
2	Govt. Offices					
3	Apex. Co.op Bodies					
4	PSU					

**4.17.** Additional information, if any (Attach separate sheet, if required)

Date:

Place:

**Signature of authorized person**

**Name with Seal**

Signature of the Tenderer

## 5. FINANCIAL BID (BOQ) SUBMISSION OPENING AND AWARD OF CONTRACT

5.1 Bidder/ Tenderer is to submit tender for all categories of personnel. **There are eight separate BOQs for eight Zonal Offices of OSSC located at different districts of Odisha. The bidder/tenderer can submit their offer for all the Zonal Offices or the Zone of their choice. The details of the units and the districts they cover are mentioned below. (5.8)**

5.2 The agency shall submit their offer in the BOQ only for service Charges for all categories of Manpower (Unskilled, Semiskilled, Skilled, Highly-skilled).

5.3. The basic wages, EPF,ESI and Bonus has been calculated for all categories of manpower as detailed below as per prevalent Government norms –

### A-Unskilled Labour

<b>CALCULATION OF BASIC RATE FOR PROVIDING UNSKILLED MANPOWER</b>		
<b>Sl</b>	<b>Particulars</b>	<b>Rate per manpower in Rs</b>
i	Basic wages as per Govt rate	224.30
ii	EPF @13% on basic wage	29.16
iii	ESI @4.75% on basic wage	10.65
iv	Bonus(Minimum bonus of RS.7000/365 days)	19.17
	<b>Total</b>	<b>283.28</b>
v	Service Charges	To be quoted by the bidder in the BOQ

### B-Semi skilled Labour

<b>CALCULATION OF BASIC RATE FOR PROVIDING SEMISKILLED MANPOWER</b>		
<b>Sl</b>	<b>Particulars</b>	<b>Rate per manpower in Rs</b>
i	Basic wages as per Govt rate	244.30
ii	EPF @13% on basic wage	31.76
iii	ESI @4.75% on basic wage	11.60
iv	Bonus(Minimum bonus of RS.7000/365 days)	19.17
	<b>Total</b>	<b>306.83</b>
v	Service Charges	To be quoted by the bidder in the BOQ

Signature of the Tenderer



**C-Skilled Labour**

<b>CALCULATION OF BASIC RATE FOR PROVIDING SKILLED MANPOWER</b>		
<b>Sl</b>	<b>Particulars</b>	<b>Rate per manpower in Rs</b>
i	Basic wages as per Govt rate	264.30
ii	EPF @13% on basic wage	34.36
iii	ESI @4.75% on basic wage	12.55
iv	Bonus(Minimum bonus of RS.7000/365 days)	19.17
	<b>Total</b>	<b>330.38</b>
v	Service Charges	To be quoted by the bidder in the BOQ

**D-Highly Skilled Labour**

<b>CALCULATION OF BASIC RATE FOR PROVIDING HIGHLY SKILLED MANPOWER</b>		
<b>Sl</b>	<b>Particulars</b>	<b>Rate per manpower in Rs</b>
i	Basic wages as per Govt rate	284.30
ii	EPF @13% on basic wage	36.96
iii	ESI @4.75% on basic wage	13.50
iv	Bonus(Minimum bonus of RS.7000/365 days)	19.17
	<b>Total</b>	<b>353.93</b>
v	Service Charges	To be quoted by the bidder in the BOQ

5.4 The Service charges to be offered by the firm will be added to the basic rate on the categories of Manpower for calculation of TDS amount as per the provision of Section 194-C of the Income Tax Act-1961.

**5.5 The Service Charges should cover the amount of TDS 2% of Column i to v as mentioned above. The bid will be summarily rejected in case of irrational rates.**

5.6-The calculation for GST @18% shall be made on basic wages, EPF, ESI, Bonus and Service Charge and the payment shall be made under reverse charge mechanism as per bills of the Service provider.

5.6 Rates/ should be valid for one year from the date of signing of the agreement. Rates / prices should remain fixed during the entire period of the contract. i.e. one year and shall not be subject to variation on any account. However, in case of change in tariff /wages by

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Govt. the benefit shall be passed on as per rule on approval of the Managing Director, OSSC Ltd . No claim for compensation or loss due fluctuations or any other reasons / causes will be entertained.

#### 5.7. Deadline for submission of bids

- (i) No bid will be received / accepted after the expiry of the prescribed date and time for submission of the bids. Bids received, if any, by the OSSC Ltd after expiry of the deadline/extended deadline for submission will be returned unopened to the bidder.
- (ii) Managing Director, OSSC Ltd may at his discretion extend deadline for submission of bids through the issuance of a corrigendum for the reasons mentioned there in which case all rights and obligations of OSSC Ltd and the bidder previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- (iii) The responsibility for submission for the bid in time should rest with the bidder.
- (iii) E-mail/FAX/Other mode of offers will be treated as non-responsive, defective, and invalid and rejected. Only detailed complete bids received in proper mode prior to the closing time and date of the bids will be taken as valid.

#### 5.8 OSSC UNIT OFFICES AND THEIR JURISDICTION

Sl	Name of the Unit with Address	Districts under jurisdiction
1	Seed Production Officer Odisha State Seeds Corporation Ltd Balasore, Industrial Estate, At/Po-Angargadia. Dist-Balasore, Pin-756001	Blasore. Bhadrak. Mayurbhanj. and Keonjhar
2	Seed Production Officer, Odisha State Seeds Corporation Ltd Bargarh, At-Ekamra Chhak, PO-Sarsara, Dist-Bargarh, Pin-768028	Bargarh. Sambalpur. Jharsuguda.and Sundargarh
3	Seed Production Officer, Odisha State Seeds Corporation Ltd, Bhawanipatna, Arkabahali Agriculture Farm, Bhawanipatna, Dist-Kalahandi	Bolangir, Kalahandi and Nuapada
4	Seed Production Officer, Odisha State Seeds Corporation Ltd, Berhampur, RITE Campus, Rangeilunda, Mandiapali Road, Dist-Ganjam, Pin-760007	Ganjam, Gajapati and Kandhamal
5	Seed Production Officer, Odisha State Seeds Corporation Ltd, Boudh, Butapali Chhak, Boudh, Pin-762026	Boudh, Sonapur, Angul and Deogath

Signature of the Tenderer

Sl	Name of the Unit with Address	Districts under jurisdiction
6	Seed Production Officer, Odisha State Seeds Corporation, Bhubaneswar, Seed Processing Plant, Chandaka Industrial Estate, Patia Bhubaneswar.	Puri. Khurdha, Nayagarh
7	Seed Production Officer, Odisha State Seeds Corporation Ltd Cuttack, Govt Cold Storage Campus, Canal Road, Ranihat College Square, Cuttack, Pin-753001	Cuttack, Kendarpara, Jagatsinghpur, Jajpur. and Dhenkanal
8	Seed Production Officer, Odisha State Seeds Corporation Ltd, Jeypore, Gandhi Chhak (Near DCB Bank), Odisha State Seed Certification Agency, Dist-Koraput, Pin-764001	Koraput, Nowrangpur. Malkangiri, Raygada

## 6. BID OPENING AND EVALUATION

### 6.1 Bid opening :-

- (i) **Envelop No.1**- Containing the **Technical bid** along-with scan copies of cost of tender paper, bid security and all the information documents shall be opened by the tender committee. If the tender paper cost /Bid security is not found as prescribed in the bid shall be summarily rejected..
- (ii) **Envelop No.2** - Responsive bids containing duly filled in **financial bid** indicating the rates /prices as given in Financial Bid (BOQ) shall then be opened on scheduled date & time. The financial bids shall be opened of those bidders who qualify in Technical bid evaluation.
- (iii) The committee shall examine/evaluate the bids to determine whether they fulfill the illegibility criteria, submitted the requisite documents, meet the terms and conditions specified, complied with all the instructions contained therein, the requisite bid securities have been furnished, the bids have been properly signed and stamped, the bids are generally in order etc.

### 6.2. Award of Contract:

#### Award Criteria

Subject to the evaluation of financial bid, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contract works.

Signature of the Tenderer

## 7. CHECK LIST (Annexure-1)

### Mandatory documents provided with the Technical Bid

1	Application-Technical Bid duly signed	Page Ref
2	Demand Draft towards cost of Tender Document (To be submitted to OSSC Ltd by Regd Post/Speed Post or in the drop box of the Corporation.	
3	Demand Draft towards EMD	
4	Attested copy of PAN/GIR	
5	Attested copy of IT return filed during last 3 financial years (2014-15,2015-16 & 2016-17) including the profit loss account and balance sheet	
6	Attested copy of EPF Registration Letter/certificate	
7	Attested copy of ESI Registration Letter/ certificate	
8	Attested copy of GST Registration certificate	
9	Attested copies of contract orders received from Govt./PSU for deployment of manpower	
10	Copy of Labour license / Registration under contract Labour (Regulation & Control Act, 1970 be enclosed	
11	Bank Account details with xerox copy of the first page of the Bank Pass Book.	
12	Copy of each and every pages of bid document to be signed & sealed by the Authorized signatory as a token of acceptance.	

Date:

Place

Signature of the Tenderer

**8. DECLARATION BY BIDDER IN THEIR LETTER PAD (Annexure-II)**

(I) I, \_\_\_\_\_

Son / Daughter / Wife of Sri \_\_\_\_\_

Proprietor/ Director/ Authorized Signatory of M/s \_\_\_\_\_

the bidder, mentioned above, am competent to sign this declaration and execute this tender document;

(II) I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

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

Date:

Signature of authorized person

Place:

Name:

Seal:

Signature of the Tenderer

**(Annexure-III)****9. CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE**

**Certificate on Non Participation of near relatives** in the tender called for engagement of Manpower (personnel) on outsourcing basis for the year, 2018-19 to be deployed in Zonal Offices of OSSC Ltd as required under respective Financial Bid Documents.

I Sri \_\_\_\_\_

Son of Sri \_\_\_\_\_

Address \_\_\_\_\_

do here by certify that none of my relative(s) is/ are employed in OSSC Ltd unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, OSSC Ltd shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Sign:  
For and on behalf of the Bidder

Name : \_\_\_\_\_

Place : \_\_\_\_\_

Seal:

Date : \_\_\_\_\_

Signature of the Tenderer

**10. CERTIFICATE OF DECLARATION****REGARDING BLACKLISTING (ANNEXURE-IV)**

I \_\_\_\_\_

Son/ Daughter/ wife of \_\_\_\_\_

Address \_\_\_\_\_

here by confirm and declare that my/our firm/company M/S \_\_\_\_\_

\_\_\_\_\_

is not **Blacklisted /delisted** by Government.

In case at any stage, it is found that the information given by me is false / incorrect, OSSC Ltd shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Sign:  
For and on behalf of the Bidder

**Name :** \_\_\_\_\_

**Seal:**

Signature of the Tenderer

## **11. DRAFT AGREEMENT & TERMS & CONDITIONS(Annexure-V)**

### **GENERAL:-**

- 11.1. The Agreement executed shall commence from the date of signing of Agreement by both parties and continue for a period of one year unless it is curtailed or terminated by OSSC Ltd owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
- 11.2. The Agreement shall automatically expire on completion of 1 (One) year unless extended further by the mutual consent of the Manpower Service Provider and Authority (OSSC Ltd ).
- 11.3. 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 and OSSC Ltd .
- 11.4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called.
- 11.5. The Manpower Service Provider shall deploy manpower of different categories as specified, as and when required by OSSC Ltd in all Unit Offices, Head Office and designated Godowns through-out the State. OSSC Ltd may increase or decrease the requirement of man power during the contract period on same terms and conditions.
- 11.6. The Manpower Service Provider will be bound by the details furnished by it to OSSC Ltd while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 11.7. OSSC Ltd reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
- 11.8. The persons deployed shall be required to work in right time at Unit Offices & Head Office of OSSC Ltd and may be required to work beyond office hours( for emergency work) as and when necessary for which he would not be paid any extra remuneration. In case, the person deployed, remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- 11.9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with OSSC Ltd so that optimal services of the persons deployed could be availed without any disruption.
- 11.10. The entire financial liability in respect of manpower services deployed in OSSC Ltd shall be that of the Manpower Service Provider and OSSC Ltd will in no

Signature of the Tenderer



way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the remuneration quoted in the financial bid and adduce such evidence as may be required by OSSC Ltd.

- 11.11. For all intents and purposes, the **Manpower Service Provider** shall be the "**Employer**" within the meaning of different Acts & Rules in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship with OSSC Ltd .
- 11.12. The Manpower Service Provider shall be solely responsible for redressal of grievances or resolution of disputes relating to persons deployed. OSSC Ltd shall, in no way, be responsible for settlement of such issues whatsoever.
- 11.13.. OSSC Ltd shall not be responsible for any financial loss or any financial compensation for any injury caused to any person or financial compensation on death of any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation
- 11.14 The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees of OSSC Ltd during the currency or after expiry of the Agreement.
- 11.15 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 in OSSC Ltd
- 11.16 The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment in OSSC Ltd under the provisions of Acts and Rules before any Authority or Court. *Undertaking from the persons deployed to this effect* shall be required to be submitted by the Manpower Service Provider at the time of commencement of such deployment.
- 11.17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. for deployment of manpower in any part of the State and the copies of the registration certificates should be submitted to OSSC Ltd. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 at his own part and cost.
- 11.18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for depositing the contributions for both employer and employee towards Provident Fund and Employees State

Signature of the Tenderer

Insurance, and deposit GST, Cess with the concerned authority and furnish copies to OSSC Ltd at the time of raising Bills each month.

- 11.19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them and affidavit to this effect shall be submitted at the time of deployment.
- 11.20. 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 Office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

**LEGAL:-**

- 11.21. 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.
- 11.22. The Manpower Service Provider shall provide uniform dress, shoes, batons and photo identity cards in case of security personnel.
- 11.23. The Manpower Service Provider shall be solely liable to pay all statutory dues to the workmen including minimum wages payable to different types of worker as fixed by the State Government from time to time under the minimum wages Act and no extra claim in this regard shall be payable by OSSC Ltd during the currency of the Agreement. The dues like E.S.I & E.P.F contributions will be paid by the Service Provider out of the lump-sum amount received and no extra claim will be entertained in this regard. Any claim of the workman regarding Employees Compensation Act, or any other labour laws and OSSC Ltd shall have no liability in this regard.
- 11.24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter amended / modified from time to time. Attested Xerox copies of such documents shall be furnished to OSSC Ltd before payment of the Bills each month.
- 11.25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of OSSC Ltd or any other authority under Law.
- 11.26. 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 OSSC Ltd

Signature of the Tenderer

- 11.27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, OSSC Ltd is put to any loss / obligation, monetary or otherwise, OSSC Ltd 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.
- 11.28. 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. OSSC Ltd M 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 OSSC Ltd by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of the Manpower Service Provider.

## FINANCIAL

- 11.29. In case of successful tenderer, the EMD amount will be adjusted towards Performance Security Deposit / P.G on request. However, if the Manpower Service Provider fails to deposit P.G within stipulated period from the date of award of contract, the EMD deposited by the firm shall be forfeited without giving further notice.
- 11.30. The successful tenderer will have to deposit a **Performance Security Deposit (P.G)** of Rs. 2,00,000/- (Rupees Two Lakhs) only, in the form of Demand Draft from any Nationalized /Scheduled Bank drawn in favour of 'Odisha State seeds Corporation Limited.' payable at Bhubaneswar.
- 11.31. The Service Provider shall enclose the documentary proof of depositing the E.S.I & EPF contributions of the month along-with the bill for the said month, otherwise, the bill will not be cleared till such proof is submitted and the time limit under the preceding clause will not be applicable.
- In case of breach of any terms and conditions attached to the agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
- 11.32. The Manpower Service Provider shall raise the bill, in triplicate, along with performance report & attendance sheet duly verified by OSSC Ltd in respect of the persons deployed and submit the same to OSSC Ltd in the first week of the succeeding month for release of payment by OSSC Ltd . As far as possible the payment shall be released by the second week of the month, unless until any emergency arises.
- 11.33. The claims in bills regarding Employees State Insurance, Provident Fund, GST & Cess etc. should be necessarily accompanied with documentary proof pertaining to the preceding month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, which is at the discretion of OSSC Ltd .

Signature of the Tenderer

- 11.34. Any dispute on service charges claimed by the Manpower Service provider will be at the discretion of the discretion of the Managing Director , OSSC Ltd .
- 11.35. The amount of penalty calculated @ 250/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
- 11.36. OSSC Ltd 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.
- 11.37. In the event of any dispute arising in respect of the clauses of the agreement or its interpretation, the same shall be resolved through negotiation.
- 11.38. The successful bidder will enter into an agreement with OSSC Ltd for supply of suitable and qualified manpower as per requirement of OSSC Ltd on the above terms and conditions.

Signature of the Tenderer

**12. DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER BEFORE DEPLOYMENT OF MANPOWER**

- (i) List of Manpower short listed by agency for deployment containing full details i.e. date of birth, marital status, address, educational certificate and experience etc.
- (ii) The Manpower service provider has to furnish Copy of Aadhar Card & other proof of identity like Voter Identify Card/PAN Card/Passport along-with Bio-data with two pass port size photographs of personnel to be deployed.
- (iii). Undertaking from the persons to be deployed by the Service Provider indicating that he/she shall not claim any benefit or compensation or absorption or regularization in the office of the Authority (OSSC Ltd) under the provisions of Acts & Rules before any authority or Court. The persons deployed during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties.
- (iv) Affidavit to the effect that the person should have good police record and no criminal case is pending against him.
- (v). Any other document as in the terms & conditions of the agreement.

Signature of the Tenderer