ODISHA BUILDING & OTHER CONSTRUCTION WORKERS' WELFARE BOARD
(OFFICE OF THE LABOUR COMMISSIONER : ODISHA : BHUBANESWAR)

No.: OB&OCWWB/ **416** /2017. Date: **17/03/2017**

Notice Inviting Tender for Request for Proposal (RFP) for Engagement of Manpower Service Provider

Proposals are invited from eligible Bidders (Firms/ Agencies) interested to provide services of Accountant -cum- Cess Co-ordinator to Odisha Building & Other Construction Workers' Welfare Board, Office of the Labour Commissioner, Odisha, Bhubaneswar – 751001 on outsourcing basis vide a service contract with specific terms and conditions. The Request for Proposal document along with all information relating to the tender process such as cost of RFP document, EMD, Eligibility Criteria, Terms & Conditions, etc. are available on the website **www.bocboard.labdirodisha.gov.in**, which may be downloaded.

Important Dates:

Date & Time of Pre-Bid Meeting	–	**05.04.2017 at 11.00 A.M.**
Last Date of Submission of RFPs	–	**26.04.2017 up to 5.00 P.M.**
Date & Time of Opening of RFPs (Technical)	–	**27.04.2017 at 11.00 A.M.**

The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
Member Secretary, OB&OCWWB

Shrama Bhawan, Kharavela Nagar, Bhubaneswar-751001
Ph. No.: (0674) 2390079, E-Mail: www.bocboard.labdirodisha.gov.in

INDICATION PAGE SHOWING LIST OF DOCUMENTS SUBMITED

NAME OF THE FIRM :

SL. No.	LIST OF THE DOCUMENTS REQUIRED WITH TECHNICAL BID	PAGE NO.
1.	RFP Fee	
2.	EMD Fee	
3.	Self Attested Copy of Registration Certificate of the applicant organization.	
4.	Self Attested Copy of PAN Card.	
5.	Self Attested Copy of the I.T. Return filed for the last three financial years.	
6.	Self Attested Copy of EPF Certificate.	
7.	Self Attested Copy of ESI Certificate.	
8.	Self Attested Copy of Service Tax Registration Certificate.	
9.	Self Attested Copy of Authorization Certificate issued by the Manpower Service Provider for the Signatory signing the Documents submitted to OB&OCWWB for this Tender.	
10.	Self Attested Copy of documentary evidence by the bidder on registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar.	
11.	Self Attested Copy of documentary evidence by the bidder on registered under Shops & Establishment Act/ under Labour Law.	
12.	Self Attested Copy of documentary evidence by the bidder on registered under Income Tax.	
13.	Self Attested Copy of Regulatory clearance from Local Labour Authority.	
14.	Self Attested Copy of the Service Contracts/ Work Orders at least for 3 years experience in providing manpower to Government/ Semi-Government/ Public Sector Undertaking Corporate clients.	
15.	Self Attested Copy of Agreements/ Work Orders along with proof of claim having provided with similar services to at least 3 Government/ Semi-Government/Public Sector Undertaking Corporate clients during each of the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16).	
16.	Self Attested Copy of Agreements/ Work Orders along with proof of claim/ Completion/Performance Certificates from the Employers having executed similar work (providing manpower) for at least Rs.100 Lakh (cumulative) during the last 3 years i.e. 2013-14, 2014-15 & 2015-16.	
17.	Self Attested Copy of Audited Profit & Loss Accounts and Balance Sheets are to be furnished. On Minimum Average Annual Turnover of Rs.100 Lakh during the last 3 Financial Years i.e. 2013-14, 2014-15 & 2015-16.	
18.	Self Attested Copy of Information Sheet on TECHNICAL PROPOSAL (ANNEXURE-I-)	
19.	Self Attested Copy of Information Sheet on DETAILS OF PREVIOUS WORKS UNDERTAKEN (ANNEXURE-II)	
20	Self Attested Copy of FINANCIAL PROPOSAL (ANNEXURE-III)	
21.	Self Attested Copy of Undertaking for not Blacklisted	
22.	Annexure VIII: Check list	

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Request for Proposal (RFP) for Engagement of Accountant -cum- Cess Co-ordinator through Service Provider

ODISHA BUILDING & OTHER CONSTRUCTION
WORKERS' WELFARE BOARD,
O/O. THE LABOUR COMMISSIONER, ODISHA,
UNIT-III, KHARAVEL NAGAR, BHUBANESWAR.

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INTRODUCTION:

Odisha Building & Other Construction Workers' Welfare Board is a statutory body constituted under the provisions of Building & Other Construction Workers (RE&CS) Act, 1996 to administer its Cess Fund collected from different building or other construction works and grant benefits to the construction workers registered under it as beneficiaries. It is under the administrative control of Labour & ESI Department, Govt. of Odisha. Its Headquarter Office is functioning in the Office of the Labour Commissioner, Odisha, Unit-III, Kharavel Nagar, Bhubaneswar.

At present, it is implementing different social security schemes like housing assistance, old-age pension, educational assistance, assistance for purchase of working tools, safety equipments and bi-cycle, marriage assistance, maternity benefit, stipend for skill development training, death benefit, funeral assistance, assistance in case of accident and medical expenses for treatment of major ailments, etc. to its beneficiaries and their families.

GENERAL INSTRUCTIONS

1. Proposals are invited from eligible Bidders (Firms/ Agencies) interested to provide Accountant -cum- Cess Co-ordinator to Odisha Building & Other Construction Workers' Welfare Board, Office of the Labour Commissioner, Odisha, Bhubaneswar – 751001 on outsourcing basis vide a service contract with specific terms and conditions.

2. The contract for providing the aforesaid manpower is likely to be for one year. The contract may be renewed subject to satisfactory performance of the Agency and with the mutual consent of both the partiesprovided the requirement of the Board for manpower persists at that time. The contract period may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Board's requirements. The Board, however, reserves the right to terminate this initial contract at anytime after giving 30days notice to the selected Service Provider.

3. The Board has tentative requirement for 35 (Thirty Five) nos. of Accountant -cum- Cess Co-ordinator. The Accountant -cum- Cess Co-ordinator will be posted in the Welfare Cell in the 32 District Labour Officesincluding Chatrapur andTalcherand another 03 will be posted in the Board Office (Hqrs.). The requirement of the OB&OCWWB may further increase or decrease marginally, during the period of initial contract also and the successful bidder would have to provide additional manpower service to the extent of 15% apparent to each category of service, if required, on the same terms and conditions. The list of the 32 District Labour Offices is given in **Annexure VI**.

4. The Member Secretary, Odisha Building & Other Construction Workers'Welfare Board reserves the right to award all or a certain number of districts to the successful bidder.

5. The interested Bidders can download the Request for Proposal document containing detailed terms and conditions, scope and eligibility criteria from the official website: **www.bocboard.labdirodisha.gov.in**.

6. The proposals complete in all respect along with the cost of the RFP document for Rs.5,250/- (Rupees Five Thousand Two Hundred Fifty) only (including Odisha VAT) (non-refundable) and Earnest Money Deposit (EMD) of Rs. 25,000/- (RupeesTwenty Five Thousand) only (Refundable without interest) shall be submitted along with the proposal (technical) in the form of Demand Draft/ Pay Order in favour of the Member Secretary, Odisha Building & Other Construction Workers' Welfare Board, payable at Bhubaneswar from any Nationalized/ Scheduled Bankas well as other requisite documentstechnical and financial) by eligible Bidders shall reach the Office of the undersigned within due date and time (i.e.26.04.17 upto 5.00 PM) in the prescribed format and manner. Proposals received after due date and time shall be rejected.

7. There is no system of receipt of proposal in drop box or by hand. Proposals shall be received only through registered post/ speed post/ courier service.

8. The Proposals shall remain valid for a period not less than 120 days after the last date of submission of RFP.

9. The important dates relating to "Tender for Providing Manpower Services to Odisha Building & Other Construction Workers' Welfare Board, O/o the Labour Commissioner, Odisha, Bhubaneswar – 751001" are as under:

Sl. No.	Particulars	Information
1.	Date & Time for Pre-Bid Meeting	05.04.2017 at 11.00 A.M.
2.	Venue of Pre-Bid Meeting	Conference Hall, Office of the Labour Commissioner, Odisha, Bhubaneswar-751001
3.	Last date and time for receipt of RFP	26.04.2017 upto 5.00 P.M.
4.	Address for submission of RFP	OB&OCWW Board Office of the Labour Commissioner, Odisha, Bhubaneswar-751001
5.	Date and time for opening of RFP (Technical)	27.04.2017 at 11.00 A.M.

10. The Technical Proposals shall be opened on the scheduled date and time in the Conference Hall of the office of the Labour Commissioner, Odisha, Bhubaneswar, in the presence of the representatives of the Bidders, who wish to be present on the spot at that time.

11. In case the date for Pre-Bid Meeting or/ and last date for receipt of RFP happens to be a holiday for OBOCWWB for any reason, the activity will be held on the immediate next working day at the same time & place.
12. The RFP is invited under the two bid system i.e. Technical Proposal and Financial Proposal. The interested agencies are advised to submit two separate sealed envelopes superscripting "Technical Proposal for Providing Manpower Services to Odisha Building & Other Construction Workers' Welfare Board" and "Financial Proposal for Providing Manpower Services to Odisha Building & Other Construction Workers' Welfare Board". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to Odisha Building & Other Construction Workers' Welfare Board".
13. The Financial Proposals of only those bidders will be opened who will qualify in the technical evaluation.
14. Date and Venue of Opening of Financial Proposals shall be communicated to the technically qualified bidders.
15. The Competent Authority of the Odisha Building & Other Construction Workers' Welfare Board, Bhubaneswar reserves the right to cancel any or all proposals without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE BIDDERS

The Bidders are required to enclose the following documents failing which their proposals shall be summarily / out rightly rejected and will not be considered any further.

01. The Bidders must enclose self-attested photocopies of the following documents:
    (a) Registration certificate of the applicant organization.
    (b) Copy of PAN Card.
    (c) Copy of the I.T. Return filed for the last three financial years.
    (d) Copies of E.P.F. and E.S.I. Certificates.
    (e) Copy of the Service Tax Registration Certificate.
    (f) Authorization Certificate issued by the Manpower Service Provider for the Signatory signing the Documents submitted to OB&OCWWB for this Tender.
    (g) The list of documents must be page marked in the 1st page of the application as per the Indication page showing list of documents submitted.
    (h) All the documents must be included in a content page with appropriate page mark and flag mark. Otherwise the documents will not be taken in to consideration.
    (i) The checklist of the documents must be page marked and highlighted with respect to relevant part **as** per **annexure-VIII.**
    (j) They should have their own bank account.

02. Conditional bids shall not be considered and will be rejected out rightly.

03. All entries in the tender form should be computer-typed. No handwritten forms will be accepted.

04. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar. Self-Attested copies of documentary evidence in this respect to be furnished.

05. They should have at least 3 years experience as on the last date of submission of this RFP in providing manpower to Government/ Semi-Government / Public Sector Undertaking Corporate clients. Self-Attested copies of the Service Contracts / Work Orders and Work Completion Certificate to this effect to be enclosed as supporting evidences along with the technical proposal.

06. They should have provided similar services to at least 3 Government/ Semi-Government/ Public Sector Undertaking Corporate clients during each of the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16. Self-Attested copies of Agreements/ Work Orders and Work Completion Certificate along with proof of claim to be furnished along with the technical proposal.

07. They should have executed similar work (providing manpower) for at least Rs.100 Lakh (cumulative) during the last 3 years i.e. 2013-14, 2014-15 & 2015-16. Self-Attested copies of Agreements/ Work Orders along with proof of claim/ Completion/ Performance Certificates from the Employers shall have to be furnished and a consolidated statement (Annexure- II) to be specified alongwith the technical proposal. Failure to submit details of Work orders/agreement shall not be counted towards experiences. If there is any contradiction between Statement and agreement, then the authority will not take such work claims into consideration.

08. Minimum Average Annual Turnover of Rs.100 Lakh during the last 3 Financial Years i.e. 2013-14, 2014-15 & 2015-16. Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets showing turnover are to be furnished.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Scope of Work

The Manpower Service Provider shall be responsible for the following works, the

Accountant -cum- Cess Co-ordinator:

The following Personnel shall be provided by the Manpower Service Provider–

Sl. No.	Category	No.	Qualification & Experience
1.	Accountant -cum- Cess Co-ordinator	35	**Age Limit:** Minimum **21** years & Maximum **40** years as on 01.01.2016. Educational Qualification: 1. B.Com with PGDCA & working knowledge on Tally & Accounting package. Typing Speed: 40 w.p.m. in both Odia & English. Computer Knowledge: Proficiency in MS Office Applications such as Word, Excel & Power-Point, Internet browsing. Experience: Minimum 3 years in similar work, with at least 1 year in any Govt./ Semi-Govt./ Public Sector Undertaking/ Corporate Sector.

The Accountant -cum- Cess Co-ordinator shall be responsible for the following tasks:

a) Preparation of account books (Cash book, receipt, payment account, bill preparation),

b) Preparation of U.C. Statement,

c) Put up of payment files,

d) Monitoring Cess collection,

e) Visit of establishments for estimation of cess,

f) Timely deposit of cess at Board account,

g) Maintenance of records related to cess collection,

h) Preparation & furnishing monthly returns.

i) Preparation of account statement to Board Office.

GENERAL TERMS & CONDITIONS

1. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract the rights and liabilities under this Agreement to any other Manpower Service Provider or organisation by whatever name be called without the prior written consent of the Authority.
2. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
3. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days' notice to the Manpower Service Provider.
4. The bidder has to furnish an Undertaking that he/ his agency has not been blacklisted by any Govt./ Semi-Govt./ Public Sector Undertaking Organization.
5. The persons deployed may be called on holidays and may have to stay beyond office hours to attend duty.
6. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the OB&OCWWB so that optimal services of the persons deployed could be availed without any disruption.
7. The entire financial liability in respect of manpower services deployed in the OB&OCWWB or Office concerned shall be that of the Manpower Service Provider and the OB&OCWWB or Office concerned will in no 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 minimum rate quoted in the financial proposal and adduce related documentary records as may be required by the OB&OCWWB or Office concerned.
8. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts 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 against the OB&OCWWB or Office concerned.
9. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OB&OCWWB shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the OB&OCWWB or Office concerned and an Authorised representative of the Manpower Service Provider.

10. The OB&OCWWB shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

11. The persons deployed by the Manpower Service Provider shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currencyor after expiry of the Agreement.

12. 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.

13. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

14. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, etc. and copies of such registration certificate should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. The Manpower Service Provider shall provide Identity card of ESI Corporation (Pahchan Card) to the person deployed within Sixty days of their employment.

15. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Manpower Service Provider. Manpower Service Provider shall be the responsible for contributions towards the Provident Fund and Employees State Insurance, wherever applicable.

16. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

17. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the OB&OCWWB or office concerned, The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

18. 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.

19. The successful bidder will enter into an agreement with this OB&OCWWB for supply of suitable and qualified manpower as per requirement of this OB&OCWWB on the above terms and conditions.

EMD and Performance Security

a) The EMD of the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract. In case of the successful bidder, the EMD shall be adjusted towards Performance Security and the Performance Security shall be returned within 60 days of successful completion of the contract period.

b) Performance Security shall be 10% of annual contract value. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security in the form of Demand Draft (DD)/ Pay Order (PO) in favour of the Member Secretary, Odisha Building & Other Construction Workers' Welfare Board", payable at Bhubaneswar within 10 days of notification of award.

Evaluation and Selection

a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.

b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.

c) Financial Proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –

Odisha Building & Other construction Workers' Welfare Board,
O/othe Labour Commissioner, Odisha,Unit-III, Kharavel Nagar, Bhubaneswar

Date of Opening of Financial Proposals shall be communicated to thetechnically qualified bidders.

d) For financial evaluation, Service Charge (Col.7 of Financial Proposal) shall be compared.

e) The technical requirements are already given in RFP Document. In addition to these requirements the minimum qualifying for technical evaluation is given in **Annexure-IV.** Those bidders who qualify minimum requirement will be eligible for participation in financial bid. In case there is a tie in the financial bid, the committee may consider years of Experience, No. of Employees in similar nature engaged in similar organisation and Annual Turnover etc. to finalise the Bid.

Award of Contract

a) Contract shall be awarded to the bidder whose proposal has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

b) Any effort by a bidder to influence OB&OCWWB in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.

c) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

d) The OB&OCWWB may advise the Manpower Service Provider to disengage any of its persons from service immediately in case the authority of OB&OCWW Board found any negligence on the part of that particular person. The OB&OCWW Board will have no employee-employer relationship with the personnel engaged by the selected bidder. If the person deployed brings any legal issue to the notice of OB&OCWWB on account of retrenchment, the service provider shall be responsible to dispose the same of his level.

e) In case of any damage/ pilferage caused to the property of OB&OCWWB due to mishandling, carelessness of the Manpower Service Provider or its personnel then the same shall be recovered from the Manpower Service Provider adjusting the amount against their monthly bill.

f) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Manpower Service Provider and the OB&OCWWB shall not be liable for any payment on account of compensation.

g) The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to OB&OCWWB or any other statutory authority.

h) The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to OB&OCWWB with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Manpower Service Provider shall have the responsibility to furnish documentary evidence in support of the statutory compliance to OB&OCWWB, as and when sought for.

i) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and OB&OCWWB shall provide TDS certificate to the Manpower Service Provider.

j) The Manpower Service Provider shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF, etc. The OB&OCWWB shall have no liability in this regard.

k) The OB&OCWWB shall not be held responsible for any statutory non-compliance on the part of the Manpower Service Provider with respect to the Labour Laws including EPF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, the OB&OCWWB shall be made a party to it in case of any dispute arising out of such non-compliance.

l) In case of non-performance, part performance or non-adherence of / to the statutory obligations due to negligence on part of the Manpower Service Provider, penalty would be imposed by the OB&OCWWB proportionate to the extent of default/ non-compliance.

m) In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof. The OB&OCWWB or the office concerned is put to any loss / obligation monetary or otherwise the OB&OCWWB or the office concerned 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.

n) The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract non-payment of remuneration of employed persons and non-payment of statutory dues. The OB&OCWWB or Office concerned 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.

o) In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

p) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in OB&OCWWB.

q) The persons deployed by the Manpower Service Provider shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/ Rules.

r) The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

s) In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be

referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

t) All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

Penalty Clauses

1) In case the Manpower Service Provider fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, the Employer reserves the right to impose the penalty as detailed below:

a. 2% of cost of order/ agreement per week, up to 2 weeks delay of commencement/ execution of the contract.

b. After 2 weeks delay, the Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other Manpower Service Provider (s) from open market at the competitive rates. The defaulting Manpower Service Provider will be blacklisted for a period of 2 years and the difference amount, if any, will be recovered from the Manpower Service Provider by forfeiting the Performance Security deposited by the Manpower Service Provider.

2) For any breach of contract, OB&OCWWB shall impose a penalty to the extent of Rs. 10,000/- only on the first occasion upon the Manpower Service Provider in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of OB&OCWWB.

3) If the lapse is repeated, the extent of penalty will be doubled on each such occasion. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive and penalty may be imposed on any violation/ breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities –

a) If the personnel working are found not carrying their photo identity cards.

b) If the personnel working are found indulging in smoking/ drinking/ sleeping during duty hours.

c) If the behaviour of the deployed personnel (s) are found to be discourteous to any official of OB&OCWWB.

d) If any person is found performing duty by submitting a fake name and address.

e) If any person is found on duty other than that mentioned in the approved list provided by the Manpower Service Provider to OB&OCWWB.

4) In case of any loss/ theft of OB&OCWWB's property, the authority will consider the circumstances and if the responsibility is fixed on the Manpower Service Provider, OB&OCWWB will make good the losses by deducting the cost of loss from the Performance Security Deposit of the Manpower Service Provider or next month's bill of the Manpower Service Provider in one or more instalments.

a) If required number of manpower is not deployed by the Manpower Service Provider, then proportionate amount will be deducted during payment.

Payment

a) The Agency shall submit the wage bill every month after making payment to the personnel as per the contracted rate and the same will be reimbursed by Board.

b) The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the OB&OCWWB or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The period of the bill should be from 26th of a month to 25th of the next month.

c) While the bill for 1st month shall be reimbursed after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence (Deposited Challans) of having made the wage and all statutory payments such as EPF, ESI, etc. for the previous month.

d) Service Tax, if any, shall be reimbursed at the applicable rate.

ANNEXURE I

TECHNICAL PROPOSAL

Sl. No.	Particulars	Details
1.	Name and Address of the Bidder	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be enclosed)	(NGO/ Partnership Firm/ Company/ Others) Date……
3.	Name, designation, contact no. and address of the Contact Person/ Local Representative	
4.	Financial position and operational results for last three financial years (2013-14, 2014-15 & 2015-16)	Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets are to be attached. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.
5.	Number of field level staff engaged at the client locations in Odisha to render similar services	1. Supervisory Staff (Field) 2. Service & Support Staff To be supported by latest EPF/ESI/TDS return filed with the respective Authorities.
6.	Years of experience in similar line of activity along with the list of clients to whom similar service has been provided in last three years	1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contact Status (Completed/Ongoing)
7.	Registration/empanelment details with different authorities	(i) Authority (s): (ii) Date of Registration
8.	Details of Cost of RFP Document	Demand Draft/ Pay Order No., Date, Name of Issuing Bank & Branch and Amount
9.	Details of EMD	Demand Draft/ Pay Order No., Date, Name of Issuing Bank & Branch and Amount
10.	Any other details the applicant would like to furnish (Example: Awards & Accreditations)	

ANNEXURE II

DETAILS OF PREVIOUS WORKS UNDERTAKEN

(To be furnished in Cover "A" - Technical Proposal)

Sl. No.	Name & Address of the Client alongwith E-Mail and Contact No.	Work Order No. with Date	Total No. of Manpower	Value of Contract	Type & No. of Manpower Provided	Period/ Duration of Contract	Breakup of Manpower and Value of Contract			Page No. & Flag Mark
							Type	No.	Value	
1.										
2.										
3.										
4.										
5.										

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

ANNEXURE III

FINANCIAL PROPOSAL

1. Name of Bidder:

2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc. :

		Monthly Rate per person						
Sl. No.	**Manpower Type**	**Minimum Take-Home Remuneration**	**EPF**	**ESI**	**Other statutory dues, if any**	**Service Charge per Person**	**Service Tax (%)**	**Remarks**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
1.	Accountant -cum- Cess Co-ordinator	**Rs. 10,000/-**	As Applicable	As Applicable		Percentage: Amount: (Rs.)		

Signature of authorized person

Full Name:

Seal:

Date:

Place:

ANNEXURE -IV

Format for Evaluation of Technical Proposal
To be submitted by Bidder

Name & Address of the Bidder:			
Sl. No.	**Criteria**	**Mention the Actual Information**	**Page No. of the supporting documents submitted**
1.	**Constitution of the Applicant:** a) Registered Company: b) Society/Partnership Firm/Others:		
2.	**Years of Business Experience** (Minimum 3 years of experience in providing manpower to Government Department , Public Sector, Company / Banks etc.. It is to be calculated from Date of incorporation/ registration).		
3.	**Average no. of similar field staff employed in Odisha:** (Minimum number of similar field staff employed in Odisha should be 70 on an average of last three years).	**Year** / **No. of Field Staff** **a)** 2013-14: b) 2014-15: c) 2015-16 Average=(a+b+c)/3	
4.	**Market Presence/ Clientele** 1. Govt./ Semi-Govt./ Public Sector Undertaking: 2. Private Sector:	**Year** / No. of Govt. Sector/Semi-Govt/Public Sector Undertaking / No. of Pvt . Sector / Total 2013-14: 2014-15: 2015-16:	-
5.	**Past Work Done (Total) (In last three years i.e. 2013-14, 2014-15 & 2015-16):**	**Year** / **Amount** a) 2013-14: b) 2014-15: c) 2015-16 **Total (a+b+c)**	
6.	**Average Annual Turnover** (Minimum average turnover of last three Financial Years i.e. 2013-14, 2014-15 & 2015-16 should be 100 Lakhs):	**Year** / **Annual Turn Over** a) 2013-14: b) 2014-15: c) 2015-16 Average= (a+b+c)/3	

AGREEMENT FORMAT

This Agreement is made on this _____day of Between Odisha Building & Other Building & Other Construction Workers' Welfare Board represented by _____, here -in –after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s _____represented by Shri _____, here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "_____" are required in _____Board/ Office.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as this agreement.

2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider". The "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "_____" in the OB&OCWW Board in conformity with the provisions of the Terms and Condition.

3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Condition.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the contract.

5. That this agreement is valid up to _____.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands seals on the day and year first written above.

Signature of the Officer authorized to sign on behalf of Manpower Service Provider

Signature of the Officer authorized to sign on behalf of the Labour Commissioner –cum- Member Secretary, OB&OCWW Board.

In the presence of witness: -

Witness

1. Name:.....
   :.....

   Address:.....
   .....

2. Name:.....
   :.....

   Address : .....
   .....

Witness

Name

Address:

Name

Address :

ANNEXURE- VI

LIST OF DISTRICT LABOUR OFFICES

Sl. No.	Name of the Labour District
1.	Angul
2.	Balasore
3.	Bargarh
4.	Bhadrak
5.	Bolangir
6.	Boudh
7.	Chatrapur
8.	Cuttack
9.	Deogarh
10.	Dhenkanal
11.	Gajapati
12.	Ganjam
13.	Jagatsinghpur
14.	Jajpur
15.	Jharsuguda
16.	Kalahandi
17.	Kendrapara
18.	Kandhamal
19.	Keonjhar
20.	Khorda
21.	Koraput
22.	Malkanagiri
23.	Mayurbhanj
24.	Nayagarh
25.	Nabarangpur
26.	Nuapada
27.	Puri
28.	Rayagada
29.	Sambalpur
30.	Sonepur
31.	Sundargarh
32.	Talcher

ANNEXURE VII

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER BEFORE DEPLOYMENT OF MANPOWER

*****

1. List of Personnel short listed by the successful bidder for deployment in Odisha Building & Other Construction Workers' Welfare Board, Bhubaneswar.

2. CVs of all persons with Passport size Photographs.

3. Copies of Educational Certificates.

4. Copies of Training Certificate, if any.

5. Copies of Certificates indicating previous work experience.

6. Copies of Voter Identity Cards.

7. Copies of Aadhar Cards.

Annexure-VIII

CHECK LIST OF TENDER FOR TECHNICAL BID

NAME OF THE Firm :

Sl. No.	LIST OF THE DOCUMENTS REQUIRED WITH TECHNICAL BID			DOCUMENTS SUBMITTED (Put Tick Mark)	PAGE NO.	REMARK
1	RFP Fee	Amount				
		DD No				
		Date				
		In Favour of				
		Issued Bank with Branch				
2	EMD Fee	Amount				
		DD No				
		Date				
		In Favour of				
		Issued Bank with Branch				
3	Registration Certificate of the applicant organization(**Self Attested**)					
4	Copy of PAN Card(**Self attested**)	PAN Card No.				
		Name				
		Date of Issue				
5	Copy of the I.T.Return filed for the last three financial years (**Self attested)**	2013-14				
		2014-15				
		2015-16				
6	Copy of EPF Certificate (**Self attested**)	EPF Code No.				
		Date of Issue				
		Name				
7	Copy of ESI Certificate(**Self attested**)	ESI Code No.				
		Date of Issue				
		Name				
8	Copy of Service Tax Registration Certificate**(Self attested**)	Service Tax Regd. No.				
		Date of Issue				
		Name				

SL. No.	LIST OF THE DOCUMENTS REQUIRED WITH TECHNICAL BID			DOCUMENTS SUBMITTED (Put Tick Mark)	PAGE NO.	REMARK
9	Copy of Authorization Certificate issued by the Manpower Service Provider for the Signatory signing the Documents submitted to OB&OCWWB for this Tender(**Self attested**)					
10	Conditional bids shall not be considered and will be rejected out rightly					
11	All entries in the tender form should be computer-typed. No handwritten forms will be accepted					
12	Copy of documentary evidence by the bidder on registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar (**Self attested**).	Name & Address of the Branch Office				
13	Copy of documentary evidence by the bidder on registered under Shops & Establishment Act (**Self attested)**	Letter No. & Date				
		Regd.No.				
		Issuing Authority				
14	Copy of documentary evidence by the bidder on registered under Labour Law(**Self attested)**	Letter No. & Date				
		Regd.No.				
		Issuing Authority				
15	Copy of documentary evidence by the bidder on registered under Income Tax (**Self attested**)	Letter No. & Date				
		Regd.No.				
		Issuing Authority				
16	Copy of documentary evidence by the bidder on registered under ESI(**Self attested**)	Letter No. & Date				
		ESI.No.				
		Issuing Authority				

SL. No.	LIST OF THE DOCUMENTS REQUIRED WITH TECHNICAL BID			DOCUMENTS SUBMITTED (Put Tick Mark)	PAGE NO.	REMARK
17	Copy of documentary evidence by the bidder on registered under EPF(**Self attested**)	Letter No. & Date				
		EPF Code No.				
		Issuing Authority				
18	Copy of documentary evidence by the bidder on registered under Service Tax(**Self attested**)	Letter No. & Date				
		Service Tax Regd.No.				
		Issuing Authority				
19	Copy of Regulatory clearance from VAT Authorities(**Self attested)**	Letter No. & Date				
		Clearance from upto alongwith VAT No.				
		Issuing Authority				
20	Copy of Regulatory clearance from Service Tax Authority (**Self attested)**	Letter No. & Date				
		Service Tax Regd.No.				
		Issuing Authority				
21	Copy of Regulatory clearance from Local Labour Authority (**Self attested)**	Letter No. & Date				
		Clearance upto				
		Regd. No.				
		Issuing Authority				
22	Copy of the Service Contracts/ Work Orders at least for 3 years experience in providing manpower to Government / Semi-Government/ Public Sector Undertaking Corporate clients. (**Self attested)**	2013-14				
		2014-15				
		2015-16				

SL. No.	LIST OF THE DOCUMENTS REQUIRED WITH TECHNICAL BID		DOCUMENTS SUBMITTED (Put Tick Mark)	PAGE NO.	REMARK
23	Copy of Agreements/ Work Orders along with proof of claim having provided with similar services to at least 3 Government/ Semi-Government/ Public Sector Undertaking Corporate clients during each of the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16) (**Self attested)**	2013-14			
		2014-15			
		2015-16			
24	Copy of Agreements/ Work Orders along with proof of claim/ Completion/ Performance Certificates from the Employers having executed similar work (providing manpower) for at least Rs.100 Lakh (cumulative) during the last 3 years i.e. 2013-14, 2014-15 & 2015-16. **.(Self attested)**	2013-14(Amount)			
		2014-15(Amount)			
		2015-16(Amount)			
25	Copy of Audited Profit & Loss Accounts and Balance Sheets are to be furnished. on Minimum Average Annual Turnover of Rs.100 Lakh during the last 3 Financial Years 2013-14, 2014-15 & 2015-16. **(Self attested)**	2013-14(Amount)			
		2014-15(Amount)			
		2015-16(Amount)			
26	Information Sheet on **Technical Proposal (Annexure-I-)**				
27	Information Sheet on **Details Of Previous Works Undertaken (ANNEXURE-II-)**				
28	Undertaking for not Blacklisted				