

ORISSA STATE CIVIL SUPPLIES CORPORATION LIMITED

C/2, Nayapalli, Bhubaneswar-12

www.oscsc.in

TENDER DOCUMENT

OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12 invites sealed tenders from reputed and bonafied Firms/ Agencies / Service Providers to provide support staff to the Corporate head office at Bhubaneswar.

b. Date and time for receipt of Tender Document : 03.01.2012 up to 3.30 PM

c. Date and time for opening of

(i) Technical Bids : 03.01.2012 at 4.30 PM

(ii) Financial Bids of eligible Bidders : 05.01.2012 at 3.30 PM

d. Likely date for commencement of deployment of required manpower : 01.02.2012


Signature of the Issuing Officer

Signature of the Tenderer

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**Educational qualification and Description of duty
for the different categories of personnel.**

| <i>Sl. No.</i> | <i>Category of Personnel</i> | <i>Educational Qualification</i> | <i>Age limit</i> | <i>Brief description of duties *</i> | <i>Place of working</i> |
|----------------|------------------------------|--|--|--|-------------------------|
| 1 | System Analyst | M.Sc. (Computer Science) / M.Sc. (IT) / MCA / M.Tech (Computer Science) / B.Tech(IT) / B.E, B.Tech(Computer Science / B.E(IT) degree from a recognized university. | She/he should be above 18 years of age and not exceeding 40 years as on 01.01.2011 | Monitoring of all IT related matters and supervision of Online Module of report and returns. | Head office |
| 2 | Project Manager | MBA from a recognized university | | Supervision of report and returns of the districts | Head office |
| 3 | Programmer | M.Sc. (Computer Science) / M.Sc. (IT) / MCA / M.Tech (Computer Science) / B.Tech(IT) / B.E, B.Tech(Computer Science / B.E(IT) degree from a recognized university. | | Matter related to online data entry | Head office and NIC |
| 4 | Junior Accountant | B. Com with DCA | | To deal accounts matter | Head office |
| 5 | Data Entry Operator | Graduate in any stream with DCA / PGDCA. | | Data entry work | Head office |
| 6 | SA-cum-GA | +2 Pass | | Official works relating to paddy procurement/PDS etc | Head office |
| 7 | Security Guard (Armed) | 7 th Class | | Watch & ward duty. | Head office |
| 8 | Security Guard (Non-Armed) | 7 th Class | | Watch & ward duty | Head office |
| 9 | Sweeper | 7 th Class | | Sweeping & cleaning work | Head office |
| 10 | Peon | 10 th Pass | | Movement of files & other work as ordered by concerned officers | |

* Or the works or place of work assigned by the authority.

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

OSCSC Ltd. invites sealed tenders from reputed and bonafied firms / agencies / service providers to provide support staff. The support staff will be engaged in the head office of OSCSC Ltd..

- Interested bidders may obtain Tender Document from the office of the OSCSC Ltd., C/2, Nayapalli, Bhubaneswar on deposit of **Rs. 1040/- (Rs. 1000/- + 4% VAT)**) towards cost of tender paper. The Money receipt issued by the OSCSC Ltd., C/2, Nayapalli, Bhubaneswar shall be attached with the technical bid of the tender document.

The interested bidder may also download the tender document from the district website www.oscsc.in. **In such case the tenderer is to attach a Bank Draft of Rs. 1040/- (Rs. 1000/- + 4% VAT) drawn in favour of Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar towards cost of tender paper along with the technical bid of the tender document.**

- Interested bidders will have to submit their tender documents to the head office of the OSCSC Ltd., Bhubaneswar by Registered Post / Speed Post / Courier. The category of personnel required is detailed below.

1. System Analyst
2. Project Manager
3. Programmer
4. Junior Accountant
5. Data Entry Operator
6. SA-cum-GA
7. Security Guard (Armed)
8. Security Guard (Non-Armed)
9. Sweeper
10. Peon


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4. The contract for providing the aforesaid manpower will be for one year from the date of agreement. The period of the contract may be further extended provided the requirement of the Corporation for manpower persists at that time or may be curtailed/ terminated before the due date owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Corporation requirements. The Corporation, however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
5. The tentative requirement for each category can be ascertained from the head office of OSCSC Ltd..
6. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.5000/- (Rupees five thousand only) and other requisite documents by 03.01.2012 upto 3.30 PM in the head office of OSCSC Ltd..
7. The dates relating to **“Tender for Providing Manpower Services to the Orissa State Civil Supplies Corporation Ltd.,** are cited as under :
 - (a) Date and time for receipt of Tender Document : 03.01.2012 upto 3.30 PM
 - (b) Date and time for opening of
 - (i) Technical Bid : 03.01.2012 at 4.30 PM
 - (ii) Financial Bids of eligible Tenderers and selection : 05.01.2012 at 3.30 PM
 - (c) Likely date for commencement of deployment of required manpower : 01.02.2012
 - Any tender document received after the scheduled date & time will not be entertained.
8. The tender is invited under **two bid system i.e. Technical Bid and Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bid for Providing Manpower Services in the Head office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar.”** and **“Financial Bid for Providing Manpower Services in the Head office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar.”** Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services in the Head office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar.”**
9. The Earnest Money Deposit (EMD) of Rs.5000/- (Rupees five thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Bankers Cheque, drawn in favour of the Managing Director, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar and payable at Bhubaneswar , **failing which the tender shall be rejected summarily.**


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10. The successful tenderer will have to deposit a Performance Security Deposit of **Rs. 50000/** in the form of Fixed Deposit in the name of the agency from any Nationalized Bank pledged in favour of **Managing Director OSCSC Ltd., C/2, Nayapalli, Bhubaneswar**, covering the period of contract. In case, the contract is further extended beyond the initial period, the fixed deposit will have to be accordingly renewed by the successful tenderer.
11. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by a Gazetted Officer of the State Government/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further :**
 - a. Registration certificate of the applicant organization;
 - b. Copy of PAN card;
 - c. Copies of the IT return filed for the last three financial years;
 - d. Copies of EPF and ESI registration certificates;
 - e. Copy of the Service Tax registration certificate;
 - f. Certified extracts of the Bank Account & Statement containing transactions during last three years.
 - g. Affidavit from Notary Public declaring firm not blacklisted.

The Bidder must produce the original copies of the above mentioned certificates and documents at the time of opening of the technical bid. Failure to produce any or all original documents before the tender committee for verification the tender will be summarily rejected.

12. **The conditional bids shall not be considered and will be out rightly rejected.**
13. 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. **No overwriting or cutting is permitted in the Technical and Financial Bid Form. In such cases, the tender shall be summarily rejected.**
14. The Technical bids shall be opened on the scheduled date and time at 4.30 PM on 03.01.2012, in the Head office of OSCSC Ltd. in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 3.30 PM on 05.01.2012 in the Head office of OSCSC Ltd in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The Competent Authority reserves the right to annul all bids without assigning any reason.
17. The tenderer or his authorized signatory has to sign on each page of the tender document.


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**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office of the manpower service provider should be located within the jurisdiction of the state of Orissa. The manpower service provider should provide the name, designation, contact number and email address of a person who will coordinate with the Head office of OSCSC Ltd..
 - (b) The Service Provider should be registered with the appropriate registration authority;
 - (c) The Service Provider should have at least **three years'** experience in providing manpower to Government Departments, Public Sector Companies, Banks, Insurance Companies.
 - (d) The Service Provider should have their own Bank Account;
 - (e) The Service Provider should be registered with the Service Tax departments;
 - (f) The Service Provider should be registered with appropriate authorities under Labour Act, Employees Provident Fund and Employees State Insurance Acts.
 - (g) The Service Provider must produce an affidavit from Notary Public, declaring that the firm is not blacklisted by any of the service availing agencies where they are supplying or supplied manpower.
 - (h) Minimum annual turnover of the manpower agency shall not be less than Rs.2 Lakhs (Rupees two Lakhs only) in the last financial year(2010-11). Turnover should be in terms of payment received from service availing agencies.


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APPLICATION - TECHNICAL BID

For Providing Support staff in Head Office of Orissa State Civil Supplies Corporation Ltd.

- 1 Name of Tendering Manpower Service Provider: _____

- 2 Money Receipt / Demand Draft
towards cost of tender paper MR/BD No. _____ / Dt _____
drawn in Bank _____
- 3 Details of Earnest Money Deposit: BD No. _____ date _____
of Rs. _____ of _____ Bank payable at _____
3. Name of Proprietor /Partner/
Director: _____
(Names of all Directors / Partners _____
shall be mentioned) _____

4. Full Address of Registered: _____
Office (with Pin Code) _____

Telephone No. _____
Mobile No: _____
FAX No.: _____
E-Mail Address: _____
5. Full address of Operating /
Branch Office: (with Pin Code) _____

Telephone No. : _____
Mobile No.: _____
FAX No.: _____
E-Mail Address: _____


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6 Name, telephone no. / _____
mobile No. / email address of : _____
Authorized officer/person to _____
Coordinate with the head _____
office of OSCSC Ltd.

7 Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of _____
A/c for the last Three years) _____
Address & Telephone Number: _____
of Banker

8 PAN / GIR No. : _____
(Attested copy by any Gazetted Officer)

9 Statutory Registration No. : _____
(under License & Contract
Labour Act 1970 obtained from
Labour Department ,
Government of Orissa)
(Attested copy by any Gazetted Officer)

10 Service Tax Registration No. : _____
(Attested copy by any Gazetted Officer)

11. E.P.F. Registration No. : _____
(Attested copy by any Gazetted Officer)

1. E.S.I. Registration No. : _____
(Attested copy by any Gazetted Officer)


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13. Give details of the similar contracts handled by the tendering Manpower Service Provider during the last financial year 2010-11 in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

| Sr. No. | Name of client, address, telephone & Fax no. | Manpower services provided | | Annual Bill amount (Rs. Lacs) | Duration of contract | |
|---------|--|----------------------------|-----|-------------------------------|----------------------|----|
| | | Type of manpower provided | No. | | From | To |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

Date:

Place:

Signature of authorized person

Name:

Seal:

Telephone No.

Mobile No.

Email address :


Signature of the Issuing Officer

Signature of the Tenderer

CHECKLIST

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

| SI No. | Name of the Document | Put " ✓ " mark |
|--------|---|----------------|
| 1 | Application – Technical Bid; | |
| 2 | Money receipt / Demand Draft towards cost of Tender Document | |
| 3 | Demand Draft for EMD | |
| 4 | Attested copy of Registration of the agency; | |
| 5 | Certified copy of the statement of bank account of agency for the last three years; (2008-09, 09-10 & 10-11) | |
| 6 | Attested copy of PAN / GIR Card; | |
| 7 | Attested copies of the IT return filed by agency for last three years (2008-09, 09-10 & 10-11) | |
| 8 | Attested copy of Service Tax registration certificate; | |
| 9 | Attested copy of the E. P.F. registration letter / certificate; | |
| 10 | Attested copy of the E.S.I. registration letter / certificate; | |
| 11 | Certified documents in support of the Financial turnover of the agency; | |
| 12 | Affidavit from Notary Public declaring firm is not blacklisted. | |
| 13 | Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance. | |

Date:

Place:

Signature of authorized person

Name:

Seal:

Telephone No.

Mobile No.

Email address :


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DECLARATION

- 1 I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Partner/ Director/authorized signatory of the Service Provider, mentioned above, and competent to sign this declaration and execute this tender document;
- 2 I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 3 The information / documents furnished 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:

Place:

Signature of authorized person

Full Name:

Seal:

Telephone No.:

Mobile No. :

e-mail id :


Signature of the Issuing Officer

Signature of the Tenderer

APPLICATION – FINANCIAL BID
For Providing support staff to
Head Office of OSCSC Ltd., Bhubaneswar

- 1 Name of tendering Manpower Service Provider :

- 2 The Bidder has to quote the UNIFORM RATE of “SERVICE CHARGE” at column No. 5 for ALL CATEGORIES OF MANPOWER HE INTENDS TO SUPPLY in the prescribed column of the table. However bidder can bid for all or any type of manpower.

The bidders shall take in to account the expenses to be incurred and statutory dues (Income tax, TDS @ 2% from gross bill etc.) while quoting the service charge.

- 3 The Bidder shall not make any change in other columns.

| Sl. No. | Manpower Type | Monthly Rate per person | | |
|---------|----------------------------|-------------------------|----------------|--------------------|
| | | Gross Remuneration | Service charge | |
| | | | in Rs. | In Rupees in words |
| 1 | 2 | 3 | 4 | 5 |
| 1 | System Analyst | 15500 | | |
| 2 | Project Manager | 15500 | | |
| 3 | Programmer | 10500 | | |
| 4 | Junior Accountant | 4500 | | |
| 5 | Data Entry Operator | 4500 | | |
| 6 | SA-cum-GA | 3500 | | |
| 7 | Security Guard (Armed) | 3500 | | |
| 8 | Security Guard (Non-Armed) | 3200 | | |
| 9 | Sweeper | 3000 | | |
| 10 | Peon | 3000 | | |
| | | | | |

* EPF, ESI and Service tax on Gross remuneration as applicable shall be reimbursed by OSCSC Ltd. to the Manpower Service Providing agency.

Date: _____ Signature of authorized person
Place: _____ Full Name: _____
Seal: _____

Notes: The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

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TERMS & CONDITIONS

GENERAL

1. The contract shall commence from the date of execution of agreement and shall continue for one year, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of one year unless it is extended for further period by mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Manpower Service Provider and the Authority.
4. The support staff to be provided by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Service Provider must have been verified by the Service Provider before their deployment, collecting proofs and identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card and a certification to this effect submitted to the office of the District Manager. The Service Provider will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the District Manager.
5. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The requirement may further increase or decrease marginally, during the period of initial contract also and the service provider would have to provide additional manpower services, if required, on the same terms and conditions.
7. 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 the agency 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.
8. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.


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9. The persons deployed shall be required to report for work at scheduled time as directed by Managing Director, OSCSC Ltd. or any other officer concerned and would work for 8 hours. 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.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the head office on attending such duty.
11. The Service Provider has to provide uniform dress, badges, shoes, batons and Photo identity Cards in case of Security guard(both armed & non-armed) & Identity Cards in case of other support staff employed by him/her for carrying out work. These Identity Cards are to be constantly displayed by the support staff and loss of Identity Cards to be reported immediately.
12. The Manpower Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Head Office of OSCSC Ltd. so that optimal services of the persons deployed could be availed without any disruption.
13. The entire financial liability in respect of manpower services deployed in the Head Office of OSCSC Ltd. shall be that of the Manpower Service Provider and the OSCSC 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 fixed (take home remuneration) in the financial bid and adduce such evidence as may be required by the Head office of OSCSC Ltd.
14. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.
15. 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 OSCSC Ltd.
16. **The Manpower Service Provider is supposed to make expenditure for sponsoring the manpower to the OSCSC. Such expenditure may include amount spent on making phone calls, dispatching letters, travelling to different offices / places, supervision of manpower, submission of reports and returns to statutory authorities, photocopying of documents, office expenses, contingencies etc. Besides, Service Providing Agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by OSCSC. Moreover, OSCSC shall recover Income Tax TDS @ 2% from the bills of the SPA. In this way, the funds of Service Providing Agency shall be blocked for atleast 15 days involving cost.**


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Therefore, the Manpower Service Provider shall quote a workable rate for service charges keeping in view the expenses mentioned above. The OSCSC reserves the right to reject the quotations of Service Providing Agencies quoting abnormally low and unworkable rates.

17. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OSCSC Ltd. 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(s) can place their grievance before a Joint Committee consisting a representative of Managing Director, OSCSC Ltd. and an Authorized representative of the Manpower Service Provider.
18. The OSCSC 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.
19. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
20. 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.
21. The person deployed shall not claim any benefit or compensation or absorption or regularization 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.
22. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the 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.
23. 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 contributions towards Provident Fund and Employees State Insurance, wherever applicable.


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24. 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 Corporation or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
25. In case tenderer has not quoted uniform rate for all types of manpower the tender shall be rejected.

LEGAL

26. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
27. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as prescribed by the Government in Labour and Employment Department, Orissa from time to time payable to different types of worker in respect of the persons deployed in the OSCSC Ltd. The Corporation shall have no liability in this regard.
28. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the OSCSC Ltd. to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Head office of OSCSC Ltd.
29. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Corporation or any other authority under Law.
30. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Head Office of OSCSC Ltd.
31. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Corporation is put to any loss / obligation, monetary or otherwise, the OSCSC 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.
32. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Corporation will have no

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liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

33. The Technical Bid should be accompanied with Bank Draft / Money Receipt of Rs. 500/- + VAT (Rupees five hundred only) towards cost of tender Paper and an Earnest Money Deposit (EMD), refundable without interest, of RS. 5000/- (Rupees Five thousand only) in the form of Demand Draft / Bankers Cheque drawn in favour of Managing Director, OSCSC Ltd., Bhubaneswar payable at Bhubaneswar, **failing which the tender shall be rejected out rightly.**
34. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
35. The selected tenderer shall execute agreement on deposit of required security amount within time allowed by the Managing Director, OSCSC Ltd. If the tenderer fails to execute agreement, the EMD shall be forfeited.
36. The successful tenderer will have to deposit a performance security amount of Rs 50000/- in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but pledged to the Managing Director, OSCSC Ltd., Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
37. 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.

38. PAYMENT TO SERVICE PROVIDING AGENCY

- 38.1 **The Head office shall prepare the absentee statement of the support staff engaged in the Head office by 3rd day of succeeding month of engagement.**
- 38.2 **It is the duty & responsibility of the Service Provider Agency to collect the absentee statement from the head office by 4th day of succeeding month of engagement. The head office shall provide the absentee statement to the Service providing agency.**
- 38.3 **The Service Provider Agency shall make payment to the support staff engaged by them in the Head office as per the absentee statement for**


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the number of days engaged, from their account by 6th day of the succeeding month of engagement and prefer bill to head office for reimbursement. To calculate take home remuneration for fraction of a month, each month will be considered as 30 days. The payment to the support staff shall be made through Account Payee Cheques only.

38.4 The manpower service provider shall raise bills in duplicate as follows :

| | | |
|---|--|--|
| 1 | Gross remuneration of the person as per absentee statement received from Head Office | <i>By 6th day of succeeding month in the prescribed proforma.</i> |
| 2 | Service Tax as applicable & Service Charges | |

Payment shall be released within 10 days of receipt of bills by the Head Office, OSCSC Ltd.

38.5 The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Head office, OSCSC Ltd. for reimbursement of employer share only.

| | | |
|---|--|---|
| 1 | Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share. | <i>By 16th day of succeeding month in the prescribed proforma.</i> |
|---|--|---|


Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed through account payee cheque.

38.6 The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed alongwith cheque number and date and Bank account from which the payment has been made along with the claim bills. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by District Managers.

38.7 The Manpower Service Provider is to submit proof of deposit of EPF and ESI amount to the EPF / ESI account of the person concerned along with the claim bills for EPF & ESI. No payment shall be released unless documentary evidence of deposit of EPF & ESI is attached to the claim bill.

38.8 The Manpower Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which penalty calculated @ Rs. 100/- per day for each default will be recovered from service charge due.

38.9 The Manpower Service Provider shall submit before the Head office, OSCSC Ltd., one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.


Signature of the Issuing Officer

Signature of the Tenderer

38.10 The statutory deduction of income tax and others if any shall be deducted from the bill and shall be adjusted against the service charges of the Service Providing Agency.

39. To ensure payment as at clause 38, the Service providing Agency shall open one bank account in the headquarter at Bhubaneswar. The payment from OSCSC Ltd. will be made by way of local Cheque / online transfer which can be en-cashed within a day or two to his account. The agency should ensure that the cheques issued are honoured.
40. The Service Providing agency must handover the Individual EPF Account No. / ESI Card (where ever applicable) within 60 days from engagement of the supporting staff and the details of such should be intimated to the OSCSC Ltd.
41. Penalty calculated @ Rs.100 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 bill.
42. 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.
43. 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.
44. 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.
45. The successful bidder will enter into an agreement with the OSCSC Ltd. for supply of suitable and qualified manpower as per requirement on the above terms and conditions.


Signature of the Issuing Officer

Signature of the Tenderer