

**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA,
NIRMAN SOUDHA, KESHARI NAGAR, UNIT-V, BHUBANESWAR**

1st corrigendum to Bid Identification No-46981 dtd 19.11.2015

File No: PMU (WB) 128/15 49653 dt. 04.12.15

The following changes are made to Bid identification no- 46981 dtd 19.11.2015 for tender invited for providing services of Human Resources to PMU, OSRP.

Revised Estimated cost: Rs 4431446.00

- 1- Revised EMD: **Rs 44400.00**
- 2- Last date of sale and receipt of bid- 14.12.2015 up to 5P.M.
- 3- Date of opening of Technical Bid- 15.12.2015 at 11.00A.M
- 4- Additional requirement of Human Resources has been incorporated in the DTCN.

All other terms and conditions remain unchanged.

**Chief Engineer
World Bank Projects, Odisha**

Memo No- 49654 Dt- 04.12.15

Copy submitted to the Engineer-in-Chief-cum-Secretary to Govt, Works Department, Odisha, Bhubaneswar for favour of kind information vide memo no- 46982 dtd 19.11.2015 .

**Chief Engineer
World Bank Projects, Odisha**

Memo No- 49655 Dt- 04.12.15

Copy submitted to the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Bhubaneswar for favour of kind information with reference to vide memo no- 46983 dtd 19.11.2015

**Chief Engineer
World Bank Projects, Odisha**

Memo No- 49656 Dt- 04.12.15

Copy to the Manager, Publications, I & P.R. Department, Odisha , Bhubaneswar with a request to get it published in two local leading Oriya Daily and one English local Daily at an early date for wide publication of the Notice. Complimentary copy of the New Papers containing the notice may be sent to this office for reference and record with reference to vide memo no- 46984 dtd 19.11.2015.

**Chief Engineer
World Bank Projects, Odisha**

Memo No- 49657 Dt- 04.12.15

Copy submitted to the Chief Engineer, DPI & Roads, Odisha/ Chief Engineer (Buildings), Odisha/ Chief Architect, Odisha, NirmanSoudha, Bhubaneswar/ Chief Engineer, NHs, Odisha/ Chief Engineer, RD & QP, Odisha, Bhubaneswar for information with reference to vide memo no- 46985 dtd 19.11.2015.

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No- 49658 Dt- 04.12.15

Copy to the Superintending Engineer, NABARD/ FA, PMU/ Executive Engineer- IV, PMU/ Executive Engineer, Contract Management Cell/ Sr. DAO, PMU / JE, PMU/ Sr. Asst, PMU for information and necessary action with reference to vide memo no- 46986 dtd 19.11.2015.

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No- 49659 Dt- 04.12.15

Copy to Notice Board of this office for display.

[Signature]
Chief Engineer

World Bank Projects, Odisha

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**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA,
NIRMAN SOUDHA, KESHARI NAGAR, UNIT-V, BHUBANESWAR**

Bid Identification No - 46981

dt. 19.11.2015

TENDER CALL NOTICE

The Chief Engineer, World Bank Project O/o EIC (Civil), Nirman Soudha, Bhubaneswar, Odisha invites sealed tender from registered Human Resource supplier agencies/service providers to provide the services of clerks, Data Entry Operators, Drivers, Attendants, Social mobilization officers for one year. Approximate Estimated cost **Rs3886150.00**. **EMD –Rs38862.00 to be deposited as stated on DTCN.** The period of sale and receipt- During office hour from 23.11.2015 to 4.12.2015. Date of opening of Technical Bid on 5.12.2015 at 11 A.M. The Cost of Tender paper (Nonrefundable) Rs 6300.00 for direct purchase and Rs 10500.00 for downloading. The cost of tender paper includes VAT to be paid in shape of Bank draft drawn in favour of Executive Engineer, PMU, OSRP payable at Bhubaneswar. Other details are available in the DTCN and Website: (www.osrp.gov.in).

The authority reserves the right to reject any or all the bids without assigning any reasons thereof


Chief Engineer
World Bank Projects, Odisha

Memo No- 46982

Dt- 19.11.2015

Copy submitted to the Engineer-in-Chief-cum-Secretary to Government Works Department, Odisha, Bhubaneswar for favour of kind information.


Chief Engineer
World Bank Projects, Odisha

Memo No- 46983

Dt- 19.11.2015

Copy submitted to the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Bhubaneswar for favour of kind information.


Chief Engineer
World Bank Projects, Odisha

Memo No- 46984

Dt- 19.11.2015

Copy to the Manager, Publications, I & P.R. Department, Odisha, Bhubaneswar with a request to get it published in two local leading Oriya Daily and one English local Daily at an early date for wide publication of the Notice. The estimated cost of the assignment is **Rs 3886150.00** (Rs Thirty eight lakh eighty six thousand one hundred fifty) only. Complimentary copy of the New Papers containing the notice may be sent to this office for reference and record.

Memo No- 46985

Dt- 19.11.2015

Copy submitted to the Chief Engineer, DPI & Roads, Odisha/ Chief Engineer (Buildings), Odisha/ Chief Architect, Odisha, NirmanSoudha, Bhubaneswar/ Chief Engineer, NHs, Odisha/ Chief Engineer, RD & QP, Odisha, Bhubaneswar for information.


Chief Engineer
World Bank Projects, Odisha

Memo No- 46986

Dt- 19.11.2015


Copy to the Superintending Engineer, NABARD/ FA, PMU/ Executive Engineer- IV, PMU/ Executive Engineer, Contract Management Cell/ Sr. DAO, PMU / JE, PMU/ Sr. Asst, PMU for information and necessary action.


Chief Engineer
World Bank Projects, Odisha

Memo No- 46987

Dt- 19.11.2015

Copy to NoticeBoard of this office for display.


Chief Engineer
World Bank Projects, Odisha

**CHIEF ENGINEER, WORLD BANK PROJECTS, ORISSA, O/O THE E.I.C (CIVIL),
ODISHA, NIRMAN SOUDHA, BHUBANESWAR-751001**

DETAIL TENDER CALL NOTICE

Tender Notice for Providing Services of Senior Assistants, Laboratory Assistant, Drivers, Data Entry Operators ,Office Attendants , Laboratory Attendant and Social Mobilization Officer for the project Management Unit of Odisha State Roads Project by a Private Human Resources Service Provider / agency.

| | | |
|---|---|---|
| (a) Period of SALE AND RECEIPT of Tender Document | : | During Office Hour up to 14.12.2015. |
| (b) Place, Date and time for submission of Tender Document | : | Chief Engineer, World Bank Projects ,O/o the E.I.C (Civil) Nirman Soudha, Bhubaneswar-751001 Date:- up to 14.12.2015 Time:- During office hr. |
| (c) Place, Date and time for opening of -Technical Bids -Financial Bids of eligible Bidders | : | Executive Engineer, PMU, O/o the E.I.C (Civil), Orissa, Nirman Soudha, Bhubaneswar-751001 Date:-15.12.2015 at 11A.M Date: - To be intimated to the eligible bidders. |
| (d) Likely date for commencement of deployment of required manpower | : | 1.1.2016 |

N.B – In the event of the last day becomes a holiday due to any reason, the time will be treated to be extended up to the date and time of next working day.

CONTENTS OF TENDER DOCUMENT

| Sl. No. | Description of contents | Page Number |
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| 3. | Tender Application-Technical Bid | 5-7 |
| 4. | Tender Application-Financial Bid | 8 |
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| 8. | Terms and Conditions of Agreement | 17-20 |

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Chief Engineer, World Bank Projects, Nirman Soudha, Keshari Nagar, Unit-V, Bhubaneswar-751001, Odisha requires the services of registered, reputed, well established and financially sound Manpower Service Providers to provide services of Social Mobilization Officers , Senior Assistants, Laboratory Assistant, Data Entry Operators, Drivers, Office Attendants and Laboratory Attendant on contract basis for day to day official work of Project Management Unit of Odisha State Roads Project.
2. The contract for providing the aforesaid manpower is likely to commence from 01.1.2016 and would continue till 31.12.2016 or completion of the project whichever is earlier. The period of the contract can be further extended beyond 31.12.2016, provided the requirement of the authority for manpower persists at that time or may be curtailed /terminated before 31.12.2016 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provide or because of change in the requirements. The authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This authority has tentative requirement for 3 (three) Social Mobilization Officers ,three (3) no of Senior Assistants (Retired persons),Laboratory Assistant (1 no) , Laboratory attendant (1 no) , 20 (twenty) nos Data Entry Operators, 2 (two) nos Drivers, and 13 (thirteen) nos Office Attendants. The requirements may increase/decrease in any/all the categories.

The detailed information for outsourcing the service of aforesaid posts is available on the tender document which may either be downloaded from the website-www.osrp.gov.in or obtained in the person from the Executive Engineer, Project Management Unit, O/o the E.I.C (Civil), Odisha, Nirman Souda, Bhubaneswar-1 with a non refundable deposit of Rs 6300.00 i.e (Rs. 6000/ + 5% VAT) towards cost of tender document in shape of demand draft drawn in favour of Executive Engineer, PMU,OSRP payable at Bhubaneswar during office hours (10 A.M to 5 P.M) up to 14.12.2015. The tenderers who down loads the tender documents from the website shall deposit the cost of the tender documents for Rs 10500.00 in shape of DD drawn in favour of Executive Engineer, PMU,OSRP payable at Bhubaneswar along with the submission of the tender documents.

- 1- **The interested manpower service providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD)of of Rs 44400.00/- (Rupees Forty four thousand four hundred) in the form of N.S.C/ P.O.T.D/ Post Office Savings Bank A/c or Fixed Deposit Receipt in any Nationalized Bank duly pledged in favour of the Executive Engineer, PMU, OSRP, Bhubaneswar and other requisite documents by 14.12.2015 during office hr to Chief Engineer, World Bank Projects, O/O The E.I.C (Civil), Nirman Soudha, Kesharinagar, Unit-5, Bhubaneswar, 751001, Odisha through speed post only . The tenders received after the stipulated date and time due to any reason will not be considered.**
4. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The Interested agencies are advised to submit the bid documents in two separate sealed envelopes super scribing **“Technical Bid for providing Manpower Services to the Chief Engineer, World Bank Projects, Odisha”** and **“Financial Bid for Providing Manpower Services to the Chief Engineer, World Bank Projects, Orissa**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Chief Engineer, World Bank Projects, Odisha Bhubaneswar”**.

- 2- **The Earnest Money Deposit (EMD) of Rs 44400.00 (Rupees Forty four thousand four hundred) , refundable (without interest)**, should be necessarily accompanied with the Technical Bid of the service provider in the form of N.S.C/ P.O.T.D/ Post Office Savings Bank A/c or Fixed Deposit Receipt in any Nationalized Bank duly pledged in favour of the Executive Engineer, PMU, OSRP, Bhubaneswar, failing which the tender shall be rejected summarily.
5. The successful tenderer will have to deposit a performance Deposit of Rs.50,000/- (Rupees Fifty Thousand only) in the form of Bank Guarantee from a Nationalized Bank located in Odisha drawn in favour of Chief Engineer, World Bank Projects, Odisha, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
6. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by a Gazetted Officer of the State Governments/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/GIR card;
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI certificates;
 - (e) Copy of the Service Tax registration certificate;
 - (f) Certified extracts of the Bank Account containing transaction during last three years.
7. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
8. 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 Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
9. The Technical bids shall be opened on the scheduled date and time at 11A.M on Dt-15.12.2015 by the Executive Engineer, Project Management Unit, O/o the E.I.C (Civil), Odisha, Nirman Soudha, Bhubaneswar in the presence of the tenderers or their authorized representatives.
10. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The date of opening of the financial bids will be intimated to the qualified bidders subsequently in the presence of the tenderers or their authorized representatives.
11. He bidder must not submit documents which are not relevant to the Bid.
12. The Authority reserves the right to reject all bids without assigning any reason.

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

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/office. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contract number of the person to liaise with the said field office(s).
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least two years' experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc.
 - (d) They should have their own Bank Account.
 - (e) They should be registered with Income Tax and Service Tax Department.
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement is Rs. 15.00 lakhs in any one year during the last three years.
 - (i) Execution of contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.(Certificate from the employer must be attached).
 - (j) Certificate from the employers regarding satisfactory deposit of statutory dues such as Service tax, EPF, ESI to the concerned authorities must be furnished along with the experienced certificate.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE PROJECT MANAGEMENT
UNIT OF ODISHA STATE ROADS PROJECT**

| Name of the post | | Eligible criteria |
|---------------------------------------|---|--|
| Social Mobilization Officer (SMO) | | Master in Social science (MSW, Anthropology, Sociology. RD, RM) with good academic background). Preferably working experience in R&R implementation in road projects preferably in World Bank Projects. |
| Senior Assistants | : | Retired Government official with good service records and free from departmental and vigilance proceedings are eligible. |
| Laboratory Assistant | : | B.SC (PCM)/ M.SC (Physics/ Chemistry) with 10 yrs experience in quality control aspects of highway / road projects |
| Data Entry Operator | : | (i) Minimum Graduation in any discipline from a recognized University/ Institution. (ii) PGDCA from a recognized institution. (iii) The certificate of typing proficiency (both in English and Odia) shall be from recognized institutes from Odisha. (i) Well trained in MS.Office, internet & LAN. (ii) Minimum computer speed 40 words. |
| Driver | : | (i) Minimum 10 th Pass from a recognized Board. (ii) Minimum 3 yrs experience in driving light/ heavy vehicle (iii) Possessing valid light vehicle license and other related documents. |
| Attendant | : | Minimum 10 th Pass from a recognized Board. |
| Laboratory Attendant | : | Minimum 10 th Pass from a recognized Board. 5 yrs experience in quality control works. |

APPLICATION-TECHNICAL BID

**For providing Manpower Services to the Project Management Unit of Odisha State Roads
Project, Bhubaneswar**

| | | | |
|----|---|---|--|
| 1. | Name of Tendering Manpower Service provider | : | |
| 2. | Details of Earnest Money Deposit | : | N.S.C/ P.O.T.D/ P.O SB A/c/ FDR No- Dt-..... for Rs./- drawn on Bank..... |
| 3. | Name of Proprietor/Partner/ Director | : | |
| 4. | Full Address of Registered Office | : | |
| | Telephone No. | : | |
| | FAX No. | : | |
| | E-Mail Address | : | |
| 5. | Full address of Operating/ Branch Office | : | |
| | Telephone No. | : | |
| | FAX No. | : | |
| | E-Mail Address | : | |
| 6. | Name & Contact No of Authorized officer/Person to liaise with Head/ Filed Office(s) | : | |
| 7. | Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years) | : | |
| | Telephone Number of Banker | : | |
| 8. | PAN/GIR No. of the Firm (Attach attested copy) | : | |
| 9. | Service Tax Registration No. of the Firm (Attach attested copy) | : | |

| 10. | EPF Registration No. of the Firm (Attach attested copy) | : | | | | |
|--|--|----------------------------|----------------|----------------------------------|----------------------|----|
| 11. | ESI Registration No. of the Firm (Attach attested copy) | : | | | | |
| 12. | Financial turnover of the tendering Manpower Service provider for the last 3 Financial years | : | | | | |
| | Financial Year | Amount in Lakhs | Remark if any. | | | |
| | 2012-2013 | | | | | |
| | 2013-2014 | | | | | |
| | 2014-2015 | | | | | |
| Attach certified copy of the Chartered Accountants | | | | | | |
| 13. | Details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format(supporting documents not required) (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 (Rs. Lacs) | Duration of Contract | |
| | | Type of Manpower provided | No. | | From | To |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

Date:-

Place:-

Signature of Authorized person

Name

Seal

DECLARATION

I _____ Son/Daughter/Wife of
Shri..... the service provider, mentioned above, am competent to
sign this declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. 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

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to the Project Management Unit of Odisha State Roads Project

1. Name of tendering Manpower Service Provider:
2. Rate of take home remuneration per person per month (8 hours per day) and service charges.

| Sl No | Man power type | Take home Remuneration in Rupees | Service charge in Rupees | Total per person in Rupees |
|-------|-----------------------------|----------------------------------|--------------------------|----------------------------|
| 1 | Social Mobilization Officer | | | |
| 2 | Senior Assistant | | | |
| 3 | Laboratory Assistant | | | |
| 4 | Data Entry Operator | | | |
| 5 | Driver | | | |
| 6 | Office . Attendant | | | |
| 7 | Laboratory Attendant | | | |

1-Minimum take home monthly remuneration per person should be Rs 15000.00 for Social Mobilization Officers, Rs 9300.00 for Senior Assistant, Rs 9300/ for Laboratory Assistant, Rs 5200/ for Data Entry Operators & Drivers and Rs 4750/ for Office Attendants and laboratory Attendant .

2- **In case of revision of minimum remuneration in favour of the referred category/ categories by the state Government subsequently and the quoted remuneration is less than the said amount , the take home remuneration can be revised to that extend not exceeding the minimum remuneration with due approval of the employer by drawal of supplementary agreement.**

3- The service charge will not be increased in the event of revision of take home remuneration.

4- The Statutory claims such as EPF,ESI, service tax will be reimbursed on production of documents / receipts in support of such deposits as refereed in Clause no- 34 of the terms and conditions.

5- Income Tax as applicable will be borne by the agency.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Note:

1. The total per person quoted by the tendering agency should be inclusive of take home remuneration, service charges.
2. 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.

TERMS & CONDITIONS

General

1. The Agreement shall commence from **01.1.2016** and shall continue till **31.12.2016** 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 **31.12.2016** unless extended further by the 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 mutually agreed upon by the Manpower Service Provider and the Authority.
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 without the prior written consent of the authority.
5. 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving one month notice to the Manpower Service Provider.
7. The authority, at present, has tentative requirement of 3 (three) nos. Senior Assistants, 20 (twenty) nos. Data Entry Operators, 2 (two) nos. Drivers and 13 (thirteen) nos. Attendants, 3 (three) nos of Social Mobilization Officers, (1) no of Laboratory Assistant, (1) no of Laboratory attendant on urgent basis. The requirement of the authority may further increase or decrease, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
8. The persons deployed shall be required to report for work at 10.00AM to the concerned officers of PMU and would leave at 5.00 PM and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration .The person so worked the hours beyond 5.00PM would be allowed the same period of leave on the following date with permission of the authority. 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.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the authority or any authorized officer of PMU, so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the PMU shall lie with the Manpower Service Provider and the authority 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 bid and adduce such evidence as may be required by the authority or concerned officer of PMU.

11. 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 authority or officer concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority 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 authority and an authorized representative of the Manpower Service Provider.
13. The Authority 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.
14. 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.
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.
16. 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.
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., and a copy of the registration 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.
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 contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
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 concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

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.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the office concerned. The authority concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office concerned to the tax collection authorities, from time to time as per the rules and regulation in the matter. Attested Xerox copies of such documents shall be furnished to the authority along with the bill .
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the office concerned or any other authority under Law as and when required.
25. 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 authority.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the authority is put to any loss/obligation, monetary or otherwise, the authority 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.
27. 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 authority 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 the authority or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs 44400.00/- (Rupees Forty four thousand four hundred)** only in the form of N.S.C/ P.O.T.D/ Post Office Savings Bank A/c or Fixed Deposit Receipt in any Nationalized Bank duly pledged in favour of the Executive Engineer, PMU, OSRP, Bhubaneswar, failing with the tender shall be rejected out rightly.
29. 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 30 days from date of placing the order the

30. The successful tenderer will have to deposit a security amount of Rs. 2,50,000/- (Rupees Two lakh fifty thousand) in the form of N.S.C/ P.O.T.D/ Post Office Savings Bank A/c or Fixed Deposit Receipt in any Nationalized Bank duly pledged in favour of the Executive Engineer, PMU, OSRP, Bhubaneswar, covering the period of contract. In case, the contract is further extended beyond the initial period, the security deposit will have to be accordingly renewed by the successful tenderer.
31. The successful tender will have to deposit a performance security deposit of Rs.50,000/- (Rupees Fifty Thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of Chief Engineer, World Bank Projects, Odisha, Bhubaneswar covering the period of contract. In case the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the authority taking into account the contractual obligation of the manpower service provider.
32. 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.
33. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified and certified by the officer of PMU concerned in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of the authority.
35. The amount of 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 bills in the succeeding month.
36. 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.
37. 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.
38. 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.
39. The successful bidder will enter into an agreement with the authority for supply of suitable and qualified manpower as per requirement of the authority on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application – Technical Bid.
2. Attested copy of registration of agency.
3. Certified copy of the statement of bank account of agency for the last three years.
4. Attested copy of PAN / GIR Card.
5. Attested copy of the latest IT return filed by agency.
6. Attested copy of Service Tax registration certificate.
7. Attested copy of the P.F registration letter / certificate.
8. Attested copy of the E.S.I. registration letter / certificate.
9. Certified documents in support of the financial turnover of the agency.
10. Copy of the terms and conditions provided in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
11. Experience certificate from the employer for execution of similar nature of work.
12. Certificates from the employers regarding satisfactory deposit of statutory dues such as Service tax, EPF, ESI to the concerned authorities.

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

1. List of Manpower shortlisted by the agency for deployment in the Project Management Unit of Odisha State Roads Project containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Chief Engineer, World Bank Projects, Odisha 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 Sri _____, 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 _____ Deptt./Office;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the provisions of the agreements;

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 part of 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 _____ (name of the Deptt /office) in conformity with the provisions of the Terms and Conditions.
3. That “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 Conditions.
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 **31.12. 2016.**

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

Signature of the person authorized to sign on behalf of manpower service provider

Signature of the Authority an officer acting in the premises for and on behalf of the Governor of Odisha

In the presence of witness:

Witness

Witness


Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

1. Name:
.....

Address:
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2. Name:
.....

Address:
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1. Name:
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Address:
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2. Name:
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Address:
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