

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

No. 1897 /Dated, Bhubaneswar, the 06-08-2016

From:

Roopa Mishra, I.A.S.,  
Labour Commissioner, Odisha-cum-  
Member Secretary, OB&OCWW Board,  
Bhubaneswar.

To

The Director,  
National Information Centre (NIC),  
Odisha, Bhubaneswar.

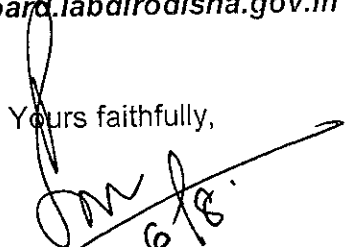
Sub: Publication of Request for Proposal (RFP) for Engagement of Data Entry Operators & Class - IV Staff through Service Provider in the Office of the Odisha Building and Other Construction Welfare Board, Bhubaneswar.

Sir,

Enclosing herewith a copy of the Request for Proposal (RFP) for Engagement of Data Entry Operators & Class - IV Staff through Service Provider in the Office of the Odisha Building and Other Construction Welfare Board, Bhubaneswar. I am to request you to display the same in the webpage- [www.bocboard.labdirodisha.gov.in](http://www.bocboard.labdirodisha.gov.in) on 09.08.2016.

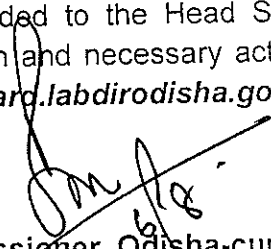
Encl: - As Above.

Yours faithfully,

  
Labour Commissioner, Odisha-cum-  
Member Secretary, OB&OCWWB.

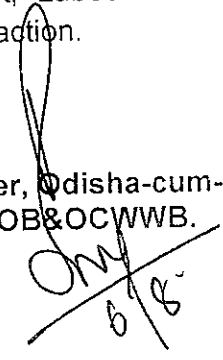
Memo No. 1898 /Dt. 06-08-2016

Copy alongwith Request for Proposal (RFP) is forwarded to the Head State Portal, Information & Technology Department for information and necessary action. He is requested to kindly host it in the website- [www.bocboard.labdirodisha.gov.in](http://www.bocboard.labdirodisha.gov.in) for the purpose.

  
Labour Commissioner, Odisha-cum-  
Member Secretary, OB&OCWWB.

Memo No. 1899 /Dt. 06-08-2016

Copy submitted to the Principal Secretary to Government, Labour & ESI Department, Bhubaneswar for favour of information and necessary action.

  
Labour Commissioner, Odisha-cum-  
Member Secretary, OB&OCWWB.

**Request for Proposal (RFP) for  
Engagement of Data Entry Operators &  
Class - IV Staff through Service  
Provider**

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

**\*\*\*\*\***



**ODISHA BUILDING & OTHER CONSTRUCTION  
WORKERS' WELFARE BOARD,  
OFFICE OF THE LABOUR COMMISSIONER, ODISHA, BHUBANESWAR**

No.: OB&OCWWB/1896 2016.

Date: 06.08.2016

**Notice Inviting Tender for Request for Proposal (RFP) for Engagement of Data Entry Operators & Class - IV Staff through Service Provider**

Proposals are invited from eligible Bidders (Firms/ Agencies) interested to provide Data Entry Operators and Class – IV Staff 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 RFP 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](http://www.bocboard.labdirodisha.gov.in), which may be downloaded for reference.

**Important Dates:**

Date & Time of Pre-Bid Meeting - 16.08.2016 at 11 A.M.

Last Date of Submission of RFPs - 31.08.2016 up to 4 P.M.

Date & Time of Opening of RFPs (Technical) - 31.08.2016 at 4.30 P.M.

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

Sd/-

Labour Commissioner-cum-Member Secretary, OB&OCWWB

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

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents	Page No.
1.	General Instructions	1-3
2.	Technical Requirements for the Bidders	4
3.	Scope of Work and Technical Requirements	5-6
4.	General Terms & Conditions	7-9
5.	EMD and Performance Security,	9
6.	Evaluation and Selection,	10
7.	Award of Contract,	10
8.	Special Conditions of Contract,	11-13
9.	Penalty Clauses	13-14
10.	Payment	14
11.	Annexure I: Technical Proposal	15-16
12.	Annexure II: Details of Previous Work Undertaken	17
13.	Annexure III: Financial Proposal	18
14.	Annexure IV: Format for Evaluation of Technical Proposal	19-20
15.	Annexure V: Agreement Format	21-22
16.	Annexure VI: List of District Labour Offices	23
17.	Annexure VII: Documents to be Submitted By the Successful Bidder before Deployment Of Manpower	24

## 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 Data Entry Operators and Class – IV Staff 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 commence from **01.10.2016** and would continue till **30.09.2017**, the contract may be renewed for another year subject to satisfactory performance of the Agency and with the mutual consent of both the parties subject to the satisfactory performance of the Service Provider, provided the requirement of the Board for manpower persists at that time. The contract period may be curtailed/ terminated before **30.09.2017** 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 any time after giving 30 days notice to the selected Service Provider.
3. The Board has tentative requirement for 38 (Thirty Eight) nos. of Data Entry Operators and 04 (Four) nos. of Class-IV Staff. The Data Entry Operators will be posted in the Welfare Cell in the 32 District Labour Offices including Chatrapur and Talcher and another 06 will be posted in the Board Office (Hqrs.). The list of the 32 District Labour Offices is given in **Annexure VI**. All the Class-IV Staff will be posted in the Board Office (Hqrs.). The requirement may increase/ decrease in the category as per administrative needs.
4. The Labour Commissioner, Odisha –cum- 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 RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: **[www.bocboard.labdirodisha.gov.in](http://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. 50,000/- (Rupees Fifty 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 Labour Commissioner, Odisha – cum- Member Secretary, Odisha Building & Other Construction Workers' Welfare Board, payable at Bhubaneswar from any Nationalized/ Scheduled Bank as well as other requisite documents technical and financial) by eligible Bidders shall reach the Office of the undersigned within due date and time (i.e. 31.08.2016 at 4 P.M.) 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	16.08.2016 at 11 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	31.08.2016 at 4 P.M.
4.	Address for submission of RFP	Office of the Labour Commissioner, Odisha, Bhubaneswar-751001
5.	Date and time for opening of RFP (Technical)	31.08.2016 at 4.30P.M.

**Note:** In case the the date for Pre-Bid Meeting or/ and last date for receipt of RFP happens to be a holiday for OBOCWVB for any reason, the activity will be held on the immediate next working day at the same time & place.

10. 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 superscribing "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 superscribing "Tender for Providing Manpower Services to Odisha Building & Other Construction Workers' Welfare Board".

11. The Bidders are required to enclose self-attested photocopies of the following documents along with the Technical Proposal, failing which their proposals 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) 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.
12. Conditional bids shall not be considered and will be rejected outrightly.
13. All entries in the tender form should be computer-typed. No handwritten forms will be accepted.
14. The Technical Proposals shall be opened on the scheduled date and time on 31.08.2016 at 4.30 P.M. 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.
15. The Financial Proposals of only those bidders will be opened who will qualify in the technical evaluation.
16. Date and Venue of Opening of Financial Proposals shall be communicated to the technically qualified bidders.
17. The Financial Proposals shall be opened in the presence of the representatives of the technically qualified bidders, who wish to be present on the spot at that time.
18. 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 should fulfil 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 Bhubaneswar. (Self-Attested copies of documentary evidence in this respect to be furnished.)
- (b) They should be registered under Shops & Establishment Act or other relevant Act/ Rules, Labour Law, Income Tax, ESI, EPF, Service Tax Authorities, etc. (Self-Attested copies of documentary evidence in this respect to be furnished.)
- (c) They should have regulatory clearance from VAT, Service Tax and local Labour Authorities. (Self-Attested copies of documentary evidence in this respect to be furnished.)
- (d) 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 to this effect to be enclosed as supporting evidences along with the technical proposal.)
- (e) 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 along with proof of claim to be furnished along with the technical proposal.)
- (f) 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 to be furnished along with the technical proposal).
- (g) Minimum Average Annual Turnover of Rs.100 Lakh during the last 3 Financial Years i.e. 2012-13, 2013-14 & 2014-15 or 2013-14, 2014-15 & 2015-16. (Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets are to be furnished. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)



## SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### Scope of Work

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

#### A. Data Entry Operator:

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

Sl. No.	Category	No.	Qualification & Experience
1.	Data Entry Operators	38	<p><b>Age Limit:</b> Minimum 21 years &amp; Maximum 40 years as on 01.01.2016.</p> <p><b>Educational Qualification:</b></p> <ol style="list-style-type: none"><li>1. Graduation or Higher</li><li>2. One Year Diploma in Computer Applications/ PGDCA</li></ol> <p><b>Typing Speed:</b> 40 w.p.m. in both Odia &amp; English.</p> <p><b>Computer Knowledge:</b> Proficiency in MS Office Applications such as Word, Excel &amp; Power-Point, Internet browsing.</p> <p><b>Experience:</b> Minimum 3 years in similar work, with at least 1 year in any Govt./ Semi-Govt./ Public Sector Undertaking/ Corporate Sector.</p> <p>In case of unavailability of personnel having required qualification meeting minimum criteria of age and typing speed specially in Odia language, age relaxation may be considered as per specific request from the successful bidder.</p>

The Data Entry Operators shall be responsible for the following tasks –

- a) To enter day to day data to update records.
- b) Typing Official Letters and other documents.
- c) Handling existing data and editing current information.
- d) To keep office records up to date.
- e) Handling inward and outward despatch of mails and courier.
- f) Handling the fax, Internet and e-mail messages.

g) To provide a variety of secretarial and administrative support.

h) Front office management.

i) To perform special assignments as instructed from time to time.

**B. Class – IV Staff:**

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

Sl. No.	Category	No.	Qualification & Experience
1.	Class – IV Staff	4	<p><b>Age Limit:</b> Minimum 21 years &amp; Maximum 40 years as on 01.01.2016.</p> <p><b>Educational Qualification:</b> Minimum 10<sup>th</sup> Standard (Pass)</p> <p><b>Experience:</b> Minimum 3 years in similar work, with at least 1 year in any Govt./ Semi-Govt./ Public Sector Undertaking/ Corporate Sector.</p> <p>In case of unavailability of personnel having required qualification meeting minimum criteria of age and educational qualification, relaxation may be considered as per specific request from the successful bidder.</p>

The Office Attendants shall be responsible for the following tasks –

- a) Opening and closing of Office Rooms
- b) Arranging refreshment / water, etc.
- c) Preparing tea/coffee and cleaning of cups, plates, glasses, etc.
- d) Delivery of local letters as and when required.
- e) Distribution of office dak & files among the Officers.
- f) Shifting of office equipments, as and when required.
- g) Performing other work assignment as and when required.

## 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 OB&OCWWB, at present, has tentative requirements of 38 nos. of Data Entry Operators and 04 nos. of Class- IV staff on urgent basis. 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.
3. 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.
4. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days' notice to the Manpower Service Provider.
5. The bidder has to furnish an Undertaking that he/ his agency has not been blacklisted by any Govt./ Semi-Govt./ Public Sector Undertaking Organization.
6. The persons deployed may be called on holidays and may have to stay beyond office hours to attend duty.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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 currency or after expiry of the Agreement.
13. 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.
14. 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.
15. 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.
16. 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.

17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
18. 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.
19. 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.
20. 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 bidder shall submit along with the Technical Proposal, Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand) only (Refundable without interest) in the form of Demand Draft/ Pay Order in favour of "The Labour Commissioner, Odisha – cum- Member Secretary, Odisha Building & Other Construction Workers' Welfare Board", payable at Bhubaneswar from any Nationalized/ Scheduled Bank.
- b) 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.
- c) 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 Labour Commissioner, Odisha – cum- 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) The qualifying score in technical evaluation for the financial opening is 30 out of total score of 50. Format for evaluation is given in **Annexure IV**.
- d) 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/o The Labour Commissioner, Odisha, Unit-III, Kharavel Nagar,  
Bhubaneswar

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

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

### 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) In case two or more technically qualified bidders quote the same lowest price, the bidder with the higher mark in the technical proposal shall be awarded the contract.
- c) In case two or more technically qualified firms having same technical scores quote the same lowest price, the firm having the highest average annual turnover in last 3 Financial Years i.e. 2012-13, 2013-14 & 2014-15 or 2013-14, 2014-15 & 2015-16 among the lowest bidders shall be awarded the contract.
- d) 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.
- e) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

## Special Conditions of Contract

- a) 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.
- b) The Manpower service provider shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- c) 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.
- d) The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Manpower Service Provider as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) 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 of OB&OCWWB during the currency or after expiry of the Contract.
- n) The Manpower Service Provider shall provide a suitable substitute well in advance if there is 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.
- o) 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.
- p) 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.



- q) 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.
- r) 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.
- s) 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.
- t) 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.
- u) 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.
- v) 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.
- g) 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 be paid on monthly basis as per the contracted rate.
- 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 26<sup>th</sup> of a month to 25<sup>th</sup> of the next month.
- c) While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence (Deposit Challans) of having made all statutory payments such as EPF, ESI, etc. for the previous month.
- d) Service Tax, if any, shall be paid at the applicable rate.

## 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 (2012-13, 2013-14 & 2014-15 or 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)	

DETAILS OF PREVIOUS WORKS UNDERTAKEN

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

Sl. No.	Name & Address of the Client	E-Mail and Contact No. of the Client	Work Order No. with Date	Type & No. of Manpower Provided	Period/ Duration of Contract	Value of Contract	Actual Date of Completion
1.							
2.							
3.							
4.							
5.							

Date:

Place:

**Authorized Signatory**

(Signature and seal of the Authorized Signatory)

## 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.	Data Entry Operator	<b>As per Minimum Wage Notification</b>	As Applicable	As Applicable		Percentage: Amount: (Rs.)		
2.	Class – IV Staff	<b>As per Minimum Wage Notification</b>	As Applicable	As Applicable		Percentage: Amount: (Rs.)		

Signature of authorized person

Full Name:

Seal:

Date:

Place:

## Format for Evaluation of Technical Proposal

Name & Address of the Bidder:				
(For office use only)				
Sl. No.	Criteria	Maximum Marks	Marks Obtained	Remarks
1.	<b>Constitution of the Applicant:</b> a) Registered Company: 5 Marks b) Society/Partnership Firm/Others: 3 Marks	5		
2.	<b>Years of Business Experience :</b> a) Between 3 to 5 years: 5 marks b) Between 5 to 7 years: 7 marks c) Above 7 years: 10 marks (To be calculated from date of incorporation/ registration).	10		
3.	<b>Average no. of field staff employed in Odisha:</b> a) Between 100 to 200: 2 marks b) Between 201 to 300: 3 marks c) Above 300: 5 marks	5		
4.	<b>Market Presence/ Clientele (Provided similar service to nos. of Clients):</b> a) Govt./ Semi-Govt./ Public Sector Undertaking: 2 marks each b) Private Sector <sup>1</sup> : 1 mark each	10		
5.	<b>Past Work Done (Cumulative in last three years i.e. 2013-14, 2014-15 &amp; 2015-16):</b> a) Above Rs.100 lakh: 5 marks b) Above Rs.300 lakh: 7 marks c) Above Rs.500 lakh: 10 marks	10		
6.	<b>Average Annual Turnover (last</b>	10		

<sup>1</sup>Annual contract value of more than Rs. 30 lakh.

<p>three Financial Years i.e. 2012-13, 2013-14 &amp; 2014-15 or 2013-14, 2014-15 &amp; 2015-16):</p> <p>a) Above Rs.100 lakh: 4 marks  b) Above Rs.300 lakh: 7 marks  c) Above Rs.500 lakh:10 marks</p>			
<b>Total</b>	<b>50</b>		



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".



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

**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.