



ODISHA STATE AGRICULTURAL MARKETING BOARD

Plot No. 1800(P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar
Ph. No.0674-2351311, Fax: 0674-2351310, Email: osamboard99@yahoo.com, Website: osamboard.org

TCN No - 1 35

Date - 06.01.2023

Tender Notice for the empanelment of Manpower Agencies for providing services of PA / Stenographer / Accounts-cum-Audit Assistant / Jr. Clerk / Front Desk Personnel, Data Processing Assistant / Driver / Electrician / Security Guard / Peon / Sweeper / Sweeper-cum-Gardner through Service Provider

Sealed tenders are invited from reputed & registered Manpower agencies / Service Providers to provide the services for PA / Stenographer / Accounts-cum-Audit Assistant / Jr. Clerk / Front Desk Personnel, Data Processing Assistant / Driver / Electrician / Security Guard / Peon / Sweeper / Sweeper-cum-Gardner for a period of one year from the date of agreement for day to day official work.


The detailed information of this tender for outsourcing the service of aforesaid personnel have been given in the Tender Document which can be obtained in person from the Odisha State Agricultural Marketing Board, Plot No. 1800 (P), Baramunda, Near Indian Oil Petrol Pump, Bhubaneswar on payment of Rs. 1,000/- (Rupees One thousand) + GST @ 18% (non-refundable) on any working day from Dt. 09.01.2023 to 20.01.2023 between 11 AM to 3 PM by deposit of DD pledge to GENERAL MANAGER, OSAM Board. The Bidder can also download the Tender Document from the website: <http://coop.odisha.gov.in> and submit the same along with the above tender document fee in shape of D.D. / Bankers' Cheque drawn on any Nationalized Bank in favour of GENERAL MANAGER, Odisha State Agricultural Marketing Board payable at Bhubaneswar. The last date and time for submission of Tender document is Dt. 27.01.2023 up to 4 PM. OSAM Board reserves the right to add / delete / modify any portion of this Tender and / or cancel all bids without assigning any reason.

FOR ODISHA STATE AGRICULTURAL MARKETING BOARD,


DY. GENERAL MANAGER
OSAM Board

Memo No 36 / Date 06.01.2023

Copy alongwith copy of enclosures forwarded to IT Cell of Cooperation Department to upload the Tender Call Notice in the website- <http://coop.odisha.gov.in>.


DY. GENERAL MANAGER
OSAM Board

Memo No 37 / Date 06.01.2023

Copy to Director, I & PR Department, Odisha for publication of the Tender Call Notice in one daily Odia paper having wide publication and one English paper, soft copy enclosed.


DY. GENERAL MANAGER
OSAM Board

Memo No 38 / Date 06.01.2023
Copy to Notice Board, OSAM Board, Bhubaneswar.


DY. GENERAL MANAGER
OSAM Board



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Tender Notice for the empanelment of Manpower Agencies for providing services of PA / Stenographer / Accounts-cum-Audit Assistant / Jr. Clerk / Front Desk Personnel, Data Processing Assistant / Driver / Electrician / Security Guard / Peon / Sweeper / Sweeper-cum-Gardner through Service Provider

Sealed tenders are invited from reputed manpower agencies / Service Providers (Companies / Partnership Firm / Sole Proprietorship) to provide the services for PA / Stenographer/ Accounts-cum-Audit Assistant / Jr. Clerk / Front Desk Personnel, Data Processing Assistant / Driver / Electrician / Security Guard / Peon / Sweeper / Sweeper-cum-Gardner for a period of one year from the date of agreement through a suitable placement agency for day to day official work.

The detailed information of this tender for outsourcing the service of aforesaid personnel have been given in the Tender Document which can be obtained in person from the Office of Odisha State Agricultural Marketing Board, Plot No. 1800 (P), Baramunda, Near Indian Oil Petrol Pump, Bhubaneswar on payment of Rs. 1,000/- (Rupees One thousand) + GST @ 18% (non-refundable) on any working day from 09.01.2023 to 20.01.2023 between 11 AM to 3 PM by depositing of DD pledge to GENERAL MANAGER, OSAM Board. The Bidder can also download the Tender Document from the website: <http://coop.odisha.gov.in> and submit the same alongwith the above tender document fee in shape of D.D. / Bankers' Cheque drawn on any Nationalized Bank in favour of GENERAL MANAGER, Odisha State Agricultural Marketing Board payable at Bhubaneswar. The sealed cover containing the Technical Bid and Financial Bid should super scribe "Tender for Providing Manpower Services to Odisha State Agricultural Marketing Board" is to be sent either by Speed Post or Registered Post or be dropped in Tender Box. The Tender papers submitted by the Bidders must be numbering. The offers will be received up to 4 PM of 27.01.2023 and shall be opened by the Authorized Officer at 31.01.2023 on 11.30 AM in presence of Service Provider or their authorized representative if they so desire. Each offer should be accompanied with an EMD of Rs. 20,000/- (Rupees Twenty thousand) in shape of Account Payee bank Draft drawn on any Nationalized Bank in favour of "Odisha State Agricultural Marketing Board" payable at Bhubaneswar which will be adjusted towards performance security deposit for a period of one year in case of successful service. In case of unsuccessful tenderers, the EMD will be returned as such to them. No offer beyond the stipulated time / date and without EMD will be entertained and Odisha State Agricultural Marketing Board would not remain responsible for any postal delay. There shall be no negotiation. Further details can be obtained from the above address. OSAM Board reserves the right to add / delete / modify any portion of this Tender and / or annul all bids without assigning any reason.

FOR ODISHA STATE AGRICULTURAL MARKETING BOARD,


DY. GENERAL MANAGER
OSAM Board



ODISHA STATE AGRICULTURAL MARKETING BOARD

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TENDER DOCUMENT

For providing Services of PA / Stenographer/ Accounts-cum-Audit Assistant / Jr. Clerk / Front Desk Personnel, Data Processing Assistant / Driver / Electrician / Security Guard / Peon / Sweeper / Sweeper-cum-Gardner to Odisha State Agricultural Marketing Board by a Man Power Service Provider

- (a) Period of issue (sale) of Tender Document : 09.01.2023 to 20.01.2023
- (b) Last date and time for submission of Tender Document : 27.01.2023 up to 4 PM
- (c) Date and time for opening of
- (i) Technical Bids : 31.01.2023 at 11.30 AM.
 - (ii) Financial Bids of eligible Bidders : To be intimated only through Email and notified in the Notice Board of OSAM Board on same day after opening of Technical Bid.
- (d) Likely date for commencement of Deployment of required manpower :01.03.2023



ODISHA STATE AGRICULTURAL MARKETING BOARD

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Odisha State Agricultural Marketing Board, Plot No. 1800 (P), Baramunda, Po -Khandagiri, Near Indian Oil Petrol Pump, Bhubaneswar - 751030 requires the service of reputed, well established and financially sound Manpower Service Providers to provide services in different areas of expertise PA / Stenographer/ Accounts-cum-Audit Assistant / Jr. Clerk / Front Desk Personnel, Data Processing Assistant / Driver / Electrician / Security Guard / Peon / Sweeper / Sweeper-cum-Gardner personnel preferably on contract basis for day to day official work for its office at Bhubaneswar.
2. The contract of providing the aforesaid manpower is likely to commence from date of agreement and would continue till two year. The period of the contract may be further extended beyond agreement period provided the requirement of the Odisha State Agricultural Marketing Board, for manpower continue to exist at that time or may be curtailed / terminated before completion of agreement period owing to OSAMB's requirement, deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the OSAM Board's requirements. The Board however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.
3. This organization has tentative requirement for One PA / One Stenographer / one Accounts-cum-Audit Assistant / Two Jr. Clerk / Four (Front Desk Personnel, Data Processing Assistant) / One Driver / One Electrician / Nine Security Guard / One Peon / One Sweeper / One Sweeper-cum-Gardner. The requirements may increase / decrease in any / all the categories.
4. The interested Manpower Service Provider may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand) only in shape of Bank Draft in favour of Odisha State Agricultural Marketing Board, drawn any Nationalized Bank payable at Bhubaneswar and other requisite documents by 31.01.2020 up to 5 PM at Odisha State Agricultural Marketing Board, Plot No. 1800 (P), Baramunda, Po -Khandagiri, Near Indian Oil Petrol Pump, Bhubaneswar - 751030.
5. The various crucial dates relating to "Tender for Providing Manpower Services to Odisha State Agricultural Marketing Board" are cited as under:
 - (a) Period of issue Tender document: 09.01.2023 to 20.01.2023
 - (b) Last date and time for submission of Tender document: 27.01.2023 upto 4.00 PM
 - (c) Date and time for opening of
 - (i) Technical Bid: 31.01.2023 at 11.30 AM

- (ii) Financial Bids of eligible Tender and selection: To be intimated separately through email / postal.
- (iii) Likely date for commencement of Deployment of required manpower from: 01.03.2023
6. The Tender has been 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 to Odisha State Agricultural Marketing Board**” and “**Financial Bid for providing Manpower Services to Odisha State Agricultural Marketing Board**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for providing Manpower Services to Odisha State Agricultural Marketing Board**”.
7. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand) only refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft / Pay order drawn in favour of Odisha State Agricultural Marketing Board, Bhubaneswar **failing which the tender shall be rejected summarily.**
8. The successful tenderer will have to deposit a Performance Security Deposit of **3% of the Contract Value per annum** only in the form of Bank Guarantee / Demand Draft from any Nationalized Bank drawn in favour of **Odisha State Agricultural Marketing Board, Bhubaneswar** covering the period of contract and three months thereafter. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tendered. No interest will be paid on the amount of performance Security Deposit kept with the Odisha State Agricultural Marketing Board.
9. The tendering Manpower Service Providers are required to enclose photocopies of the following self-attested with proper seal of the firm documents 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's Organization / Firm
 - 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 with up to date deposit with RPFC authorities.
 - e) Copy of the Goods and Service Tax (GST) registration certificate
 - f) Certified extracts of the Bank account containing transactions during last three years
 - g) Copies of registration certificate under Shops and Commercial Establishment Act.

- h) Copies of registration under Contract Labour (Abolition & Regulation Act' 1970)
 - i) Copy of the Money Receipt or Bankers Cheque/bank Draft evidencing payment of Tender document fees
 - j) The Service Provider must be registered under PSARA Act 2005 for providing services of Security Personnel
10. The conditional Bids shall not be considered and will be out rightly rejected in very first instance.
 11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is sufficient, 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 cutting, if any, in the Technical Bid Application must be signed by the person authorized to sign the tender bids.
 12. The Technical Bids shall be opened on the scheduled date and time at 11.30 AM on 31.01.2023 at OSAM Board, Bhubaneswar in presence of the members of the committee constituted by OSAM Board and Personnel Officer and the representatives of the manpower Service Providers, if any, who wish to be present on the spot at that time.
 13. The Financial Bid of only those tenders will be opened whose Technical Bids are found in order. The date of opening of Financial Bid will be intimated to separately through Email and in the Notice Board of the OSAM Board in presence of the members of the committee constituted by OSAM Board and Personnel Officer and the representatives of the manpower Service Providers, if any, who wish to be present on the spot at that time.
 14. The Competent Authority of the Odisha State Agricultural Marketing Board reserves the right to add/modify/delete any portion of this Tender or annul all Bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfill the following technical specifications:

- (a) The Registered Office of the Manpower Service Provider firm should be located at Bhubaneswar.
- (b) They should be registered with the appropriate registration authority.
- (c) They should have at least **Three years'** experience in providing manpower to Government Corporations, Public Sector Undertaking / Companies / Bank etc;
- (d) They should have their own Bank Account.
- (e) They should have registered with Income Tax and Service Tax authorities.
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (g) The Firm / Manpower Service Provider should registered under Odisha Shops & Commercial Establishment Act.
- (h) The firm must have registered / obtain under Contract Labour (Abolition & Regulation) Act' 1970.
- (i) They should have any other regulatory clearance (to be specified by the user Corporation) that may be required for providing manpower Services.
- (j) Minimum approximate average annual turnover required is Rs. 50,00,000/-
- (k) Execution of contracts of similar type with a minimum value of Rs. 9,00,000/- per month or more than 60% the esteemed cost of the present contract during preceding 3 years.
- (l) The firm should submit copy of incorporation document in support of its category of organization (Incorporation Certificate in case of company, copy of the partnership deed in case of Partnership firm).

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ODISHA STATE AGRICULTURAL MARKETING BOARD, BHUBNAESWAR

1. For PA / Stenographer (Shorthand & typing) the minimum Educational Qualification will be a Graduate in any discipline having a minimum speed of 80 w.p.m in English Shorthand and 40 w.p.m in Typing and should be Odia dictation & Typing well conversant in computers and essentially well trained in MS Office and Internet.
2. For Account-cum-Audit Assistant will be a Graduate in commerce having 55% marks from a reputed & recognized University or institution with good communication skill. The candidate having adequate experience in Accounts line in Government or private organization with higher qualification will be given performance. The candidate must not have crossed 50 years age & having knowledge in RMC Audit/ Commerce Graduate having experience in any company/organization.
3. For Front Desk Personnel, Data Processing Assistant, the minimum qualification will be a Graduate in any discipline with DCA / PGDCA with 2 years of working experience having a typing speed of 40 words per minute in English and should be well conversant with computers and essentially well trained in MS Office, Internet.
4. For Junior Clerk, the minimum qualification will be a Graduate in any discipline DCA / PGDCA with 2 years of working experience having a typing speed of 40 words per minute in English and should be well conversant with computers and essentially well trained in MS Office, Internet.
5. For Driver, the minimum Educational Qualification will be matriculate with valid license.
6. For Electrician, the minimum Educational Qualification will be HSC or equivalent along with technical qualification in the same line.
7. For Watchman / Sweeper / Peon will be under metric. They have at least one / two years experience in relevant field should be produced.
8. Experience personnel will be given preference for above categories of manpower. Retired personnel will be given preference for the category Personnel Assistants within the age limit of 65 years.
9. Bio-data with copies of testimonials of each person is to be furnished at OSAM Board for verification before deployment. The Agency is also required to submit a certificate with regard to the above required proficiency of the Front Desk Personnel, Data Processing Assistant proposed to be deployed by it OSAM Board. After obtaining clearance from OSAM Board, manpower is to be deployed at such office of the OSAM Board as may be intimated.

10. The manpower to be deployed as detailed above will be required to work in OSAM Board at Bhubaneswar. If at any point in time, OSAM Board feels that the resource deployed by the manpower Agency is not satisfactory, or his/her conduct is not good or he / she leaves the services of OSAM Board then a replacement is to be provided within 7 days time.

APPLICATION - TECHNICAL BID

**For Providing Manpower Services to Odisha State Agricultural Marketing Board,
Bhubaneswar**

1. Name of Tendering Manpower Service Provider : _____
2. Details of Earnest Money Deposit : DD No _____ Date _____
of Rs. _____ drawn on Bank
3. Name of Proprietor / Partner / Director: _____

4. Full address of Registered office : _____

Telephone No. (Land line) : _____
Mobile : _____
FAX No : _____
E-mail address : _____
5. Full address of Operating/
Branch office : _____

Telephone No. (Land line) : _____
FAX No : _____
E-mail address : _____

6. Name & telephone No. of Authorized officer /

Person to liaison with Field Officer(s): _____

7. Banker of the manpower Service Provider: _____
(Attach certified copy of statement of A/c for the last three years)

Telephone No. of Banker : _____

8. PAN / GIR No. : _____
(Attach attested copy)

9. Service Tax Registration No. : _____
(Attach attested copy)

10. EPF Registration No. : _____
(Attach attested copy)

11. E.S.I. Registration No. : _____

12. Financial turnover of the tendering Manpower Service Provider for the last 3 financial year

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2019-20		
2020-21		
2021-22		

13. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

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

Sl. No.	Name of the client, address, telephone & Fax No.	Manpower Services Provider		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	In No.		From	To

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

Date:

Signature of Authorized person
Name:

Place:

Seal:

FINANCIAL BID

(To be submitted under the Letter head of the Bidder)

For Providing Manpower Assistance to Odisha State Agricultural Marketing Board

1. Name of tendering manpower Service Provider:
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl. No	Manpower Type	Monthly rate per person							
		Category	Basic remuneration	EPF Employer's share	ESI Employer's share	Other statutory dues if any	Service charges	GST on services charges	Total per person

Note: - As per latest Circular / Notification of Labour & ESI Department.

Signature of Authorized person
Full Name:
Seal:

Date:

Place:

Note:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on monthly basis for which duty has been performed by each manpower.

DECLARATION-cum-UNDERTAKING

(To be submitted under the Letter head of the Bidder)

- 1) I _____ son / daughter / wife of
Sri _____ Proprietor / Director /
Partner authorized signatory of the Service Provider mentioned above, am
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) I am financially sound and capable to pay the wages to the persons engaged by me
from my sources and undertake to pay salary to them on or before 10th of every
month.
- 4) The information / document furnished along with the above application are true
and authentic to the best of my knowledge and belief. I / We, am / are 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.
- 5) I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

Signature of Authorized person

Full Name:

Seal:

Date:

Place:

Enclosures:

1. Bid processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of Tender document (each page must be signed, sealed & numbering)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable

FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the proprietor/Director/Persons to be deployed by our company.

I/we further certify that proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court of India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

**Authorized Signature
(In full and initials)**

Name and Designation of the Signatory

Name of the Bidder and Address

FORM-T2

UNDERTAKING

[On the Stamp paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I hereby undertake that our organization has not been blacklisted/ debarred by any of the Central / State government Department/ office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely

**Authorized Signature
(In full and initials)**

Name and Designation of the Signatory

Name of the Bidder and Address

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from _____(date) and shall continue till _____(date) unless it is curtailed or terminated by the authority owing to change in requirement of OSAM Board or/and deficiency of service or/and sub-standard quality of manpower deployed or/and breach of contract etc.
2. The Agreement shall automatically expire on _____(date) unless extended further by the mutual consent of the Manpower Service Provider and the _____. Maximum one extension for a further period of 2 years to be given on the same terms and conditions of this contract and an Agreement should be made for the extended period.
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 of OSAM Board.
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 OSAM Board, at present, has tentative requirement of _____ PA / _____ Stenographer / _____ Accounts-cum-Audit Assistant / _____ Jr. Clerk / _____ Front Desk Personnel, Data Processing Assistant / _____ Driver / _____ Electrician / _____ Security Guard / _____ Peon / _____ Sweeper / _____ Sweeper-cum-Gardner will be as per requirement of OSAM Board from time to time. The requirement of the OSAM Board may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional Manpower Service, if required, on the same terms and conditions.
6. 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 with forfeiture of Security Deposit.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the or such other officer as may have been kept in charge of the Office Establishment of

the Office concerned and shall not leave office before 5.30 PM. 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 with proper identification who shall be responsible for immediate interaction with the Corporation 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 OSAM Board lies with service provider. It will be the responsibility of the Manpower Service Provider to pay to the Bank account of the person deployed by it in OSAM Board, a sum not less than the minimum rate quoted in the Financial Bid as reduced by the employees contribution towards Provident Fund & ESI and adduce such evidence with regard to payment of wages and also deposit of statutory dues as may be required by the Corporation or Office concerned.
11. For all intents and purpose, 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 of OSAM Board with regard to wages on employment whatsoever the like.
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 OSAM Board or Office concerned and an Authorized representative of the Manpower Service Provider for settlement.
13. OSAM Board 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. The Manpower Service Provider is to take appropriate insurance coverage for compensation arising out of or in the course of engagement at OSAM Board.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to receive perks and other facilities admissible to regular / confirmed employees of the OSAM Board during the Contractual period and / or its expiry.

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 or deployment from the Authority 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 self-attested 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.
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. A certificate to this extent is to be submitted by the Manpower Service Provider.
20. 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 OSAM Board. The Manpower Service Provider shall be responsible for any act of discipline on the part of the persons deployed. The Service Provider has to provide substitute in the event of any person engaged by him at OSAM Board leaves the services or his service is terminated on any of the grounds including disciplinary action within 7 days of termination.

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 OSAM Board. The OSAM Board 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 OSAM Board to the concerned tax collection authorities from time to time, as per rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to the OSAM Board.
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 OSAM Board or any other authority under Law.
25. The Tax deduction at Source (TD) shall be done as per provisions of Income Tax Act / Rules, as demand, from time to time and a certificate to this effect shall be provided by the OSAM Board.
26. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the OSAM Board is put to any loss/obligation, monetary or otherwise, the OSAM Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit on 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 OSAM Board 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 OSAM Board by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. PAYMENT OF WAGES TO DEPLOYED MANPOWER

- i. The monthly wages payable to each category of manpower shall be determined by the OSAM Board for number of days present by each personnel deployed by the Service Provider taking into account basic monthly remuneration which shall not be less than the minimum wages prescribed under the Minimum Wages Act.
 - ii. The Manpower Service Provider is required to maintain the Attendance Register for its personnel at OSAM Board where personnel are deployed by it which should be verified by the Authorized Officer of the OSAM Board. The Manpower Service Provider is to prepare a bill on the basis of attendance of each such personnel as verified by the Authorized Officer at OSAM Board.
 - iii. On the basis of bill, Manpower Service Provider shall pay the wages, ESI & EPF to each employee.
 - iv. After payment of the monthly wages, EPF and ESI to his deployed manpower, Manpower Service Provider shall submit the bill to OSAM Board with pay bill, EPF and ESI details.
 - v. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the OSAM Board every month.
 - vi. The normal time to make the payment by the OSAM Board is 20 days to 30 days from the date of receipt of the bill.
 - vii. Manpower Service Provider shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources.
 - viii. Manpower Service Provider shall be capable to pay monthly wages up to 1-2 months from his own resources in case of delay in payment by OSAM Board due to unavoidable circumstances.
 - ix. The Manpower Service Provider shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
 - x. In case of increase in minimum wages, the Manpower Service Provider shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay or notification has retrospective effect, separate arrear bills shall be submitted.
 - xi. Financial Bid of any bidder quoting service charges at "Nil" or a negligible or impracticable amount will be liable for rejection.
29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand) only in the form of Demand Draft / pay

- order drawn in favour of Odisha State Agricultural Marketing Board falling which the tender shall be rejected out rightly.
30. 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, the EMD will be adjusted towards interest free performance Security Deposit. If the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD/SD shall stand forfeited without giving any further notice.
 31. The successful tenderer will have to furnish Performance Security Deposit of 3% of the Annual Contract value only in the form of Bank Guarantee / Bank Draft from any Nationalized Bank drawn in favour of the authority 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. No interest shall be paid on the performance security deposit amount kept with the OSAM Board.
 32. In case of breach of any terms and conditions attached to this agreement, Security Deposit of the Manpower Service Provider shall be forfeited besides termination of the Agreement.
 33. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by the OSAM Board 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. 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 of the 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 OSAM Board or office concerned.
 35. The amount of penalty calculated @ Rs. 100/- per day per person 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 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 Bhubaneswar 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 OSAM Board for supply of suitable and qualified manpower as per requirement of this OSAM Board on the above terms and conditions.

**DY. GENERAL MANAGER
OSAM Board**

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 for last 3 years
6. Attested copy of GST registration certificate
7. Attested copy of the PF registration letter / certificate
8. Attested copy of the ESI registration letter / certificate
9. Certified documents in support of the Financial turnover of the agency
10. Certified documents in support of entries in column 13 of Technical Bid application
11. Copy of the terms and conditions Pages 11 to 15 in Tender document with each page duly signed and sealed by the authorized signatory of the agency as a token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment containing full details i.e. date of birth, marital status, address, educational qualification with experience certificate etc.
2. Bio-data of all persons with copy of identification i.e. PAN Card / Aadhaar Card etc.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Odisha State Agricultural Marketing Board, Plot No. 1800 (P), Baramunda, Post - Khandagiri, Near Indian Oil Petrol Pump, Bhubaneswar represented by GENERAL MANAGER 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 / Smt. _____ 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 Odisha State Agricultural Marketing Board, for a temporary period.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement as well as agreed rate in his Financial Bid.

And whereas the "Authority" has approved the rate as per the Terms and Conditions of the agreement to the "Manpower Service Provider".

Now this agreement witness as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and constructed 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 "PA, Stenographer, Jr. Clerk, Front Desk Personnel, Data Processing Assistant, Electrician, Security Guard, Peon, Sweeper & Sweeper-cum-Gardner" in Odisha State Agricultural Marketing Board, in conformity with the provisions of the Terms and Conditions including the approved financial bid.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and 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 one year from the date of execution of agreement.

IN WITNESS WHEREOF 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 Officer
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 OSAM Board

In the presence of Witness:-

Witness

1. Name
- Address
- Mob:
2. Name
- Address
- Mob:

Witness

1. Name
- Address
2. Name
- Address