

**Request for Proposal (RFP) for
Selection of Outsourcing Agency / Manpower
Service Provider for hiring the Services of
Peons**

Directorate of Factories & Boilers, Odisha
Unit-III, Kharavela Nagar, Bhubaneswar – 751001



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INDICATION OF PAGES SHOWING LIST OF DOCUMENTS SUBMITTED

NAME OF THE FIRM:

SL. NO.	LIST OF THE DOCUMENTS REQUIRED WITH TECHNICAL BID	PAGE NO.
1.	RFP Fee	
2.	EMD Fee	
3.	Self Attested Copy of Registration Certificate of the applicant	
4.	Self Attested copy of PAN Card.	
5.	Self Attested Copy of the I.T. Return filed for the last three financial years.	
6.	Self Attested Copy of EPF Certificate	
7.	Self Attested Copy of ESI Certificate.	
8.	Self Attested Copy of GST Registration Certificate	
9.	Self Attested Copy of Authorization Certificate if any, issued by the Manpower Service Provider for the Signatory signing the Documents submitted to the Director of Factories & Boilers, Odisha for this Tender.	
10.	Self attested copy of documentary evidence by the bidder on registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar.	
11.	Self attested copy of documentary evidence by the bidder on registered under Income Tax.	
12.	Self attested copy of Agreements / Work Orders along with proof of claim / completion/ performance certificates from the employers having executed similar work (providing manpower) during the last 3 years i.e., 2019-20, 2020-21 & 2021-22.	
13.	Self attested copy of Audited Profit & Loss Accounts and Balance Sheets are to be furnished.	
14.	Self attested copy of information sheet on TECHNICAL PROPOSAL (ANNEXURE-1).	
15.	Self attested copy of information sheet on DETAILS OF PREVIOUS WORKS UNDERTAKEN (ANNEXURE-II).	
16.	Self attested copy of FINANCIAL PROPOSAL (ANNEXURE-III).	
17.	Self attested copy of Undertaking for not Blacklisted. (In Affidavit Form)	
18.	ANNEXURE-VIII : Check List.	



INTRODUCTION:

The Directorate of Factories & Boilers, Odisha works under the administrative control of Labour & ESI Department, Govt. of Odisha. This Directorate is entrusted with the responsibility of implementation of various Acts, Rules and Regulations relating to Safety, Health & Welfare of the industrial workers and protection of Plant, Process, Machineries and Equipment from accidental damage. It is functioning at Directorate of Factories & Boilers, Odisha, Unit-III, Kharvela nagar, Bhubaneswar.

GENERAL INSTRUCTIONS

1. Proposals are invited from eligible Bidders (Firms / Agencies) interested to provide 31 nos of Peons (Group-D employees) to the Office of the Director of Factories & Boilers, Odisha, Bhubaneswar-751001 and the field offices across the state on outsource basis vide a service contract with terms and conditions.
2. The contract for providing the aforesaid manpower is likely to be for one year. The contract may be renewed subject to satisfactory performance of the Agency and with the mutual consent of both the parties provided the requirement of the Directorate for manpower persists at that time. The contract period may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the Directorate's requirements. The Directorate however, reserves the right to terminate the initial contract at any time after giving 30 days notice to the selected Service Provider.
3. The Directorate of Factories & Boilers, Odisha, has tentative requirement for 31 nos. of Peons. The Peons (Group-D) will be posted in the Directorate of Factories & Boilers, Odisha and the field offices across the state. The requirement of the Directorate of Factories & Boilers, Odisha may be further increased or decreased marginally, during the period of initial contract also and the successful bidder would have to provide additional manpower service to the extent of 15% apparent to each category of service, if required, on the same terms and conditions. The list of 17 offices is given in **Annexure-VI**.
4. The Director of Factories & Boilers, Odisha reserves the right to award all or a certain number of district offices to the successful bidder.
5. The interested Bidders can download the request for proposal document containing detailed terms and conditions, scope and eligibility criteria from the official website : <https://dfb.odisha.gov.in>
6. The proposals complete in all respect along with the cost of the RFP document for Rs.2500/- (Rupees two thousand five hundred) only (including GST+ Cost of Tender Paper + Processing Fee) (non-refundable) and Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees twenty five thousand) only (Refundable without interest) shall be submitted.



along with proposal (technical) in the form of Bank Draft in favour of **Establishment Officer, Directorate of Factories & Boilers, Odisha** payable at Bhubaneswar from any Nationalized / Scheduled Bank.

7. Proposals shall be received through registered post / speed post/ Tender Box on or before – 31.07.2023 by 5.00 PM. Proposals received after due date and time shall not be considered.
8. The important dates relating to "Tender for Providing Manpower Services to the Directorate of Factories & Boilers, Odisha, Bhubaneswar – 751001" are as under.

Sl. No.	Particulars	Information
1.	Availability of RFP documents in the Department / Directorate Web-sites	With effect from 10.07.2023
2.	Pre-bid Meeting of the prospective agencies intending to participate in the bid.	17.07.2023 at 12.30 PM. Office of the Director of Factories & Boilers, Odisha, Unit-III, Kharavela Nagar, Bhubaneswar - 751001
3.	Last date and time for receipt of Tender document	31.07.2023 up to 5.00 P.M.
4.	Address for submission of Tender document	Office of the Director of Factories & Boilers, Odisha, Unit-III, Kharavela Nagar, Bhubaneswar - 751001
5.	Date and time for opening of Tender document (Technical)	01.08.2023 at 12 Noon
6.	Date and time for opening of Tender document (Financial)	01.08.2023 at 5.00 P.M.

9. The Technical Proposals shall be opened on the scheduled date and time in the Conference hall of Office of the Director of Factories & Boilers, Odisha, Bhubaneswar in presence of the representatives of the Bidders, who wish to be present on the spot at that time.
10. In case the last date for receipt of Tender document happens to be a holiday for Directorate of Factories & Boilers, Odisha for any reason, the activity will be held on the immediate next working day at the same time and place.
11. The Tender document is invited under the two bid system i.e., Technical Proposal and Financial Proposal. The interested agencies are advised to submit two separate sealed envelopes superscripting "Technical Proposal for Providing Manpower Services to the Office of the Director of Factories & Boilers, Odisha" and Financial Proposal for providing Manpower Service to the Office of the Director of Factories & Boilers, Odisha. Both the above envelopes shall be put inside another envelope and addressed to Director of Factories & Boilers, Odisha, Unit-III, Kharavela Nagar, Bhubaneswar – 751001.
12. The Financial Proposals of only those bidders will be opened who will qualify in the technical evaluation.
13. The Director of Factories & Boilers, Odisha, Bhubaneswar reserves the right to cancel any or all proposals without assigning any reason.



TECHNICAL REQUIREMENTS FOR THE BIDDERS

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

1. The Bidders must enclose self-attested photocopies of the following documents :
 - (a) Registration certificate of the applicant organization.
 - (b) Copy of PAN Card.
 - (c) Copy of the I.T. Return filed for the last three financial years, i.e. 2019-20, 2020-21 & 2021-22.
 - (d) Copies of E.P.F. and E.S.I. Certificates.
 - (e) Copy of the GST Registration Certificate.
 - (f) Authorization Certificate issued by the Manpower Service Provider for the Signatory signing the Documents submitted to Director of Factories & Boilers, Odisha for this Tender.
 - (g) Similar work executed (providing manpower) by the bidder during last 3 years i.e., 2019-20, 2020-21 and 2021-22. Self-Attested copies of Agreements / Work Orders along with proof of Claim / Completion / Performance Certificates from the Employers shall have to be furnished and a consolidated statement (Annexure-II) to be specified along with the technical proposal. Failure to submit details of Work Orders / Agreement shall not be counted towards experiences. If there is any contradiction between statement and agreement, then the authority will not take such work claims into consideration.
 - (h) Self-Attested copies of the Audited Profit & Loss Accounts and Balance Sheets showing turnover are to be furnished.
 - (i) First page of the Pass Book account pass book of the Firm/Agency along with cancelled Cheque.

OTHER CONDITIONS:-

1. The list of documents must be page marked in the 1st page of the application as per the indicating page showing list of documents submitted.
2. All the documents must be included in a content page with appropriate page mark and flag mark, otherwise the documents will not be taken into consideration.
3. The checklist of the documents must be page marked and highlighted with respect to relevant part as per Annexure- VIII.



5. All entries in the tender form should be computer-typed and signed in each page. No handwritten forms will be accepted.
6. 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.
7. Alterations/ modifications to bids received after the prescribed deadline shall not be considered.

SIGNING AND SEALING OF BID

- a. The bidders shall submit their bids as per the instructions contained in the GIB
- b. The bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be in the form of a written power of attorney, which shall also be furnished along with the bid.
- c. Bid Document seeks bid following a **Two Bid System**, in two parts. The first part will be known as the '**Technical Bid**' and the second part would be called the '**Financial Bid**'. The bidder shall seal the '**Technical Bid**' and '**Financial Bid**' separately.
- d. The bidder has to seal their Technical Bid and Financial bid in two separate envelopes which shall be labelled as "**Technical Bid for Providing Manpower Services to the Directorate of Factories & Boilers, Odisha**" & "**Financial Bid for Providing Manpower Services to the Directorate of Factories & Boilers, Odisha**". Both sealed envelopes should be kept in a third sealed envelope superscripting "**Tender for Selection of Manpower Service Providers for deployment of services of outsourced manpower under Directorate of Factories & Boilers, Odisha**" and addressed to the "**Director of Factories & Boilers, Odisha, Unit- III, Kharavela Nagar, Bhubaneswar, Dist.- Khorda, Pin-751001**".
If the outer envelope is not sealed and marked properly as above, the authority will not assume any responsibility for its misplacement, premature opening, late opening etc.
- e. The Technical Bid and Financial Bid should be completed in all respects without any ambiguity. Bids incomplete, in any respect, shall be liable for rejection.



SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Scope of Work

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

Peon :

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

Sl. No.	Category	No.	Qualification & Experience
1.	Peon	31	Age Limit - 18 yrs. to 32 yrs for UR category candidate with 5 years relaxation for reserved category candidates as on 01.01.2023. Educational Qualifications – Must have passed up to 7 th class and able to read and write Odia preferably having basic knowledge in Computer Work Experience – Work experience in any Govt. office for two years is desirable. The persons worked for Government offices shall be given preference and age relaxation.

The Group-D employees shall be responsible for the following tasks:-

- a) opening and closing of office room.
- b) arranging refreshment / water etc,
- c) delivery of local letters as and when required.
- d) distribution of official dak and files among the officers.
- e) shifting of office equipments as and when required.
- f) performing other work as and when assigned.
- g) obtaining computerized printouts, Xerox, scan (if any).



GENERAL TERMS & CONDITIONS

1. The agreement shall commence from 01.08.2023 and shall continue till 31.07.2024 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 01.08.2024 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 the rights and liabilities under this Agreement to any other Manpower Service Provider 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 giving 15 days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 A.M. during working hours of the Directorate of Factories & Boilers, Odisha, Bhubaneswar and the field offices and would leave at 5.30 P.M., may also required to work beyond 5.30 P.M. for which he would not be paid any extra remuneration. 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 any one day will be made.
8. In case the person deployed is asked to work beyond 8.00 P.M., he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/- per day.
9. The persons deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the Directorate of Factories & Boilers, Odisha so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Directorate of Factories & Boilers, Odisha and the field offices concerned shall be that of the Manpower Service Provider and the Directorate of Factories & Boilers, Odisha and the field offices 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 Directorate of Factories & Boilers, Odisha and the field offices concerned.
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules and 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 Directorate of Factories & Boilers, Odisha and the field offices concerned.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate of Factories & Boilers, Odisha 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 Directorate of Factories & Boilers, Odisha and the field offices concerned and an Authorized representative of the Manpower Service provider.
14. The Directorate of Factories & Boilers, Odisha 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.
15. 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 of after expiry of the Agreement.
16. 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.
17. 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.
18. 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.
19. 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 / he 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 responsible for contributions towards the Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. 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 Directorate of Factories & Boilers, Odisha and the field offices concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. 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.
23. 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 Directorate of Factories & Boilers, Odisha and the field offices. The Directorate of Factories & Boilers, Odisha have no liability in this regard.
 24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or Office concerned to the concerned Tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to this office.
 25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Authority of the Department or Office concerned or any other authority under Law.
 26. 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 Department or Office concerned.
 27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office is put to any loss/obligation, monetary or otherwise, the office 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 term.
 28. The agreement is liable to terminate because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed person and non-payment of statutory dues. This office has no liability towards non-payment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to the statutory authority. If any loss or damage is caused to the office by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
 29. In case of breach of any terms and conditions attached to agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.
 30. The bidder has to furnish an undertaking that his / her agency has not been blacklisted by any Govt./Semi-Govt./Public Sector Undertaking Organization.
 31. The successful bidder will enter into an agreement with this Directorate of Factories & Boilers, Odisha for supply of suitable and qualified manpower as per requirement of this Directorate of Factories & Boilers, Odisha on the above terms and conditions.



EMD AND PERFORMANCE SECURITY

- a) The EMD of the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the contract. In case of the successful bidder, the EMD shall be adjusted towards Performance Security and the Performance Security shall be returned within 60 days of successful completion of the contract period.
- b) Performance Security shall be 10% of annual contract value. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security in the form of Demand Draft (DD)/ Pay Order (PO) in favour of the **EO, Directorate of Factories & Boilers** payable at Bhubaneswar within 10 days of notification of award.

EVALUATION AND SELECTION

- a) The proposals shall be evaluated in two stages i.e., technical evaluation and financial evaluation.
- b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
- c) Financial Proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –
Office of the Director of Factories & Boilers, Odisha,
Unit-III, Kharavela Nagar, Bhubaneswar – 751001
- d) For Financial evaluation, Service Charge (Col. 7 of Financial Proposal) shall be compared.
- e) The technical requirements are already given in RFP document. In addition to these requirements the minimum qualifying for technical evaluation is given in Annexure-IV. Those bidders who qualify minimum requirement will be eligible for participation in financial bid. In case there is a tie in the financial bid, the committee may consider years of experience, no. of employees in similar nature engaged in similar organization and Annual Turnover etc., to finalize the Bid.

AWARD OF CONTRACT

- a) Contract shall be awarded to the bidder whose proposal has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- b) Any effort by a bidder to influence Directorate of Factories & Boilers, Odisha in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
- c) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.
- d) The Directorate of Factories & Boilers, Odisha may advise the Manpower Service Provider to disengage any of its persons from service immediately in case the authority of Directorate of Factories & Boilers, Odisha found any negligence on the part of that particular person. The Directorate of Factories & Boilers, Odisha 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 Directorate of Factories & Boilers, Odisha on account of retrenchment, the service provider shall be responsible to dispose the same at his level.



- e) In case of any damage / pilferage caused to the property of Directorate of Factories & Boilers, Odisha due to mishandling, carelessness of the personnel Manpower Service Provider, then the same shall be recovered from the Manpower Service Provider adjusting the amount against their monthly bill.
- f) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Manpower Service Provider and the Directorate of Factories & Boilers, Odisha shall not be liable for any payment on account of compensation.
- g) The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand to Directorate of Factories & Boilers, Odisha or any other statutory authority.
- h) The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc., on account of service rendered to Directorate of Factories & Boilers, Odisha 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 Directorate of Factories & Boilers, Odisha as and when sought for.
- i) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and Directorate of Factories & Boilers, Odisha shall provide TDS certificate to the Manpower Service Provider.
- j) The Manpower Service Provider shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF etc. The Directorate of Factories & Boilers, Odisha shall have no liability in this regard.
- k) The Directorate of Factories & Boilers, Odisha 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, Workmen Compensation, Insurance, Minimum Wages Act, Labour Safety etc., or otherwise and in no circumstances, the Directorate of Factories & Boilers, Odisha shall be made a party to it in case of any dispute arising out of such non-compliance.
- l) In case of non-performance, part performance or non-adherence of / to the statutory obligations due to negligence on part of the Manpower Service Provider, penalty would be imposed by the Directorate of Factories & Boilers, Odisha proportionate to the extent of default / non-compliance.
- m) In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the Directorate of Factories & Boilers, Odisha and the field offices concerned is put to any loss / obligation monetary or otherwise, the Directorate of Factories & Boilers, Odisha and the field offices concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- n) The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract non-payment of remuneration of employed persons and non-payment of statutory dues. The Directorate of Factories & Boilers, Odisha and the field offices concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities.



- o) In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- p) In case of termination of this contract on its expiry or otherwise, the persons deployed by the Manpower service Provider shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in Office of the Directorate of Factories & Boilers, Odisha.
- q) The persons deployed by the Manpower Service Provider shall not claim any benefit / compensation / absorption / regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other Acts / Rules.
- r) The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- s) In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- t) All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

PENALTY CLAUSES

- 1) In case the Manpower Service Provider fails to commence / execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, the Employer reserves the right to impose the penalty as detailed below.
 - a. 2% of cost of order / agreement per week, up to 2 weeks' delay of commencement / execution of the contract.
 - b. After 2 weeks delay, the Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other Manpower Service provider (s) from open market at the competitive rates. The defaulting Manpower Service Provider will be blacklisted for a period of 2 years and the difference amount, if any, will be recovered from the Manpower Service Provider by forfeiting the Performance Security deposited by the Manpower Service Provider.
- 2) For any breach of contract, Directorate of Factories & Boilers, Odisha 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 Directorate of Factories & Boilers, Odisha.
- 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 behavior of the deployed personnel (s) are found to be discourteous to any official of Directorate of Factories & Boilers, Odisha and the field offices.
 - 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 Directorate of Factories & Boilers, Odisha.
- 4) In case of any loss / theft of Directorate of Factories & Boilers, Odisha property, the authority will consider the circumstances and if the responsibility is fixed on the Manpower Service Provider, Directorate of Factories & Boilers, Odisha 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 installments.
- a) If required number of manpower is not deployed by the Manpower Service Provider, then proportionate amount will be deducted during payment.

PAYMENT

- a) The Agency shall submit the wage bill every month after making payment to the personnel as per the contracted rate and the same will be reimbursed by Directorate of Factories & Boilers, Odisha.
- b) The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the Directorate of Factories & Boilers, Odisha and the field offices concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The period of the bill should be from 26th of a month to 25th of the next month.
- c) While the bill for 1st month shall be reimbursed after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence (Deposited Challans) of having made the wage and all statutory payments such as EPF, ESI etc., for the previous month.
- d) GST, if any, shall be reimbursed 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. & address of the Contact Person / Local Representative	
4.	Financial Position and operational results for last three financial years (2019-20, 2020-21 & 2021-22).	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. Contract Status (Completed / Ongoing)
7.	Registration / empanelment details with different authorities.	(i) Authority (s) (ii) Date of Registration
8.	Details of Cost of RFP Document / Tender Document.	Demand Draft / Pay Order No., Date, Name of Issuing Bank & Branch and Amount.
9.	Details of EMD.	Demand Draft / Pay Order No., Date, Name of Issuing Bank & Branch and Amount.
10.	Any other details the applicant would like to furnish (Example: Awards & Accreditations)	



ANNEXURE-II

DETAILS OF PREVIOUS WORKS UNDERTAKEN
(To be furnished in Cover "A" – Technical Proposal)

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

Date :

Place:

Authorized Signatory

(Signature and Seal of the Authorized Signatory)



ANNEXURE-III

FINANCIAL PROPOSAL

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

Sl. No.	Manpower Type	Minimum Take-Home Remuneration	EPF	ESI	Other Statutory dues, if any (Like GST etc.)	Service charge	Remarks
1	2	3	4	5	6	7	8
1.	Peon (Group-D)	Pay – Rs. 10100/-	As per Finance Department	As per Finance Department		Percentage: Amount (Rs.)	

- ❖ Minimum take home remuneration for person should be as per Labour Law.
- ❖ No bifurcation of take home remuneration is allowed.

Signature of authorized person

Full Name:

Seal:

Date:

Place:



**FORMAT FOR EVALUATION OF TECHNICAL PROPOSAL
TO BE SUBMITTED BY BIDDER**

Name & Address of the Bidder					
Sl. No.	Criteria	Mention the Actual Information			Page No. of the supporting documents submitted
1.	Constitution of the Applicant : a) Registered Company ; b) Society / Partnership Firm / Others:				
2.	Years of Business Experience : (To be calculated from Date of incorporation registration)				
3.	Average no. of similar field staff employed in Odisha:	Year		No. of Field Staff	
		a) 2019-20:			
		b) 2020-21:			
		c) 2021-22:			
		Average=(a+b+c)/3			
4.	Market Presence / Clientele 1. Govt./Semi-Govt./Public Sector undertaking ; 2. Private Sector :	Year	No. of Govt. Sector/ Semi-Govt./ Public Sector Undertaking	No. of Pvt. Sector	Total
		2019-20			
		2020-21			
		2021-22			
		Average = (a+b+c)/3			
5.	Past Work Done (Cumulative in last three years i.e, 2019-20, 2020-21 & 2021-22):	Year		Amount	
		a) 2019-20			
		b) 2020-21			
		c) 2021-22			
6.	Average Annual Turnover (Last three Financial Years i.e., 2019-20, 2020-21 & 2021-22)	Year		Annual Turn Over	
		a) 2019-20			
		b) 2020-21			
		c) 2021-22			
		Average = (a+b+c)/3			

AGREEMENT FORMAT

This Agreement is made on this _____ day of Between Directorate of Factories & Boilers, 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 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 "Peon (Group-D)" are required in the Head Offices and Field Offices of Directorate of Factories & Boilers, Odisha.

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

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



Now this agreement witnesses as below: -

1. That the Annexure containing the Terms and Condition shall be deemed to form and to be read and construed as this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "Peon (Group-D)" in Head Office & Field Offices of the Directorate of Factories & Boilers, Odisha in conformity with the provisions of the Terms and Condition.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Condition.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to 31.07.2024.

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

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

Signature of the Officer
authorized to sign on behalf
of the Director of Factories &
Boilers, Odisha

In the presence of witness

Witness

Witness

1. Name

Name

.....

Address

Address

.....

2. Name

Name

.....

Address

Address

.....



LIST OF OFFICES WHERE GROUP "D" EMPLOYEES SHALL BE DEPLOYED

Sl. No	Name of the Office	No. of posts
1	Directorate of Factories and Boilers, Odisha, Bhubaneswar	08
2	Deputy Director of Factories and Boilers, Sambalpur Division, Sambalpur	02
3	Deputy Director of Factories and Boilers, Cuttack Division, Cuttack	02
4	Deputy Director of Factories and Boilers, Angul Division, Angul	02
5	Deputy Director of Factories and Boilers, Rourkela Division, Rourkela	02
6	Deputy Director of Factories and Boilers, Jajpur Road Division, Jajpur Road	01
7	Deputy Director of Factories and Boilers, Bhubaneswar Division, Bhubaneswar	02
8	Deputy Director of Factories and Boilers, Rayagada Division, Rayagada	01
9	Assistant Director of Factories and Boilers, Balasore Zone, Balasore	01
10	Assistant Director of Factories and Boilers, Paradeep Zone, Paradeep	01
11	Assistant Director of Factories and Boilers, Jeypore Zone, Jeypore	01
12	Assistant Director of Factories and Boilers, Jharsuguda Zone, Jharsuguda	01
13	Assistant Director of Factories and Boilers, Kalahandi Zone, Bhawanipatna	02
14	Assistant Director of Factories and Boilers, Berhampur Zone, Berhampur	01
15	Assistant Director of Factories and Boilers, Bolangir Zone, Bolangir	01
16	Assistant Director of Factories and Boilers, Keonjhar Zone, Keonjhar	02
17	Assistant Director of Factories and Boilers, Dhenkanal Zone, Dhenkanal	01
	Total -	31



**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 Head Office & Field Offices under Directorate of Factories & Boilers, Odisha.
2. CVs of all persons with passport size photograph.
3. Copy of Educational Certificate.
4. Copies of Training Certificates, if any.
5. Copies of Certificates indicating previous work experience.
6. Copies of Voter Identity Card.
7. Copies of Aadhar Card.
8. They should not have any Criminal Case with adverse police record against them.
9. They should have requisite physical standard both mentally and physically fit for Peon.



CHECK LIST OF TENDER FOR TECHNICAL BID

NAME OF THE FIRM:

Sl. No.	List of the documents required with Technical Bid	Documents submitted (Put Tick Mark)	Page No.	Remark
1.	RFP Fee	Amount		
		DD No.		
		Date		
		In favour of		
		Issued Bank with Branch		
2.	EMD Fee	Amount		
		DD No.		
		Date		
		In favour of		
		Issued Bank with Branch		
3.	Registration Certificate of the applicant organization (Self Attested)			
4.	Copy of PAN Card (Self Attested)	PAN Card No.		
		Name		
		Date of Issue		
5.	Copy of the I.T. Return filed for the last three financial years (Self Attested)	2019-20		
		2020-21		
		2021-22		
6.	Copy of EPF Certificate (Self Attested)	EPF Code No.		
		Date of Issue		
		Name		
7.	Copy of ESI Certificate (Self Attested)	ESI Code No.		
		Date of Issue		
		Name		
8.	Copy of GST Registration Certificate (Self Attested)	GST Regd. No.		
		Date of Issue		
		Name		

Sl. No.	List of the documents required with Technical Bid	Documents submitted (Put Tick Mark)	Page No.	Remark
9	Copy of Authorization Certificate if any, issued by the Manpower Service Provider for the Signatory signing the documents submitted to Directorate of Factories & Boilers, Odisha for this Tender (Self Attested)			
10.	Conditional bids shall not be considered and will be rejected out rightly.			
11.	All entries in the tender form should be computer-typed and signed in each page. No handwritten forms will be accepted.			
12.	Copy of documentary evidence by the bidder on registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar (Self Attested)	Name & Address of the Branch Office		
13.	Copy of documentary evidence by the bidder like registered under Shops & Establishment Act (Self Attested)	Letter No. & Date		
		Regd. no.		
		Issuing Authority		
14.	Copy of documentary evidence by the bidder on registered under Labour Law (Self Attested) if any.	Letter No. & Date		
		Regd. no.		
		Issuing Authority		
15.	Copy of documentary evidence by the bidder on registered under Income Tax (Self Attested)	Letter No. & Date		
		Regd. no.		
		Issuing Authority		
16.	Copy of documentary evidence by the bidder on registered under ESI (Self Attested)	Letter No. & Date		
		ESI No.		
		Issuing Authority		
17.	Copy of documentary evidence by the bidder on registered under EPF (Self Attested)	Letter No. & Date		
		EPF Code		
		Issuing Authority		
18.	Copy of documentary evidence by the bidder on registered under GST (Self Attested)	Letter No. & Date		
		GST Regd. No.		
		Issuing Authority		
19.	Copy of Regulatory clearance from GST Tax Authority (Self Attested)	Letter No. & Date		
		GST Tax Regd. No.		
		Issuing Authority		
20.	Copy of Agreements / Work Orders along with proof of claim / Completion / Performance Certificate from the employers having executed similar work (providing manpower) during the last 3 years i.e., 2019-20, 2020-21 & 2021-22. (Self Attested)	2019-20 (Amount)		
		2020-21 (Amount)		
		2021-22 (Amount)		

21.	Copy of Audited Profit & Loss Accounts and Balance Sheets are to be furnished on minimum average annual turnover of Rs. 100 Lakh during the last 3 Financial Years i.e., 2019-20, 2020-21 & 2021-22. (Self Attested)	2019-20 (Amount)		
		2020- 21(Amount)		
		2021-22 (Amount)		
22.	Information Sheet on Technical Proposal (Annexure-1)			
23.	Information Sheet on Details of Previous Works Undertaken (Annexure-II).			
24.	Undertaking for not Blacklisted of the firm. (In Affidavit Form)			



DECLARATION

1. I, _____ Son / Daughter / Wife of
_____ Proprietor / Director /
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. 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.

Signature of Bidders / authorized person
Name:
Seal:

Date _____
Place _____

