Tender Notice for providing services of Jr. Accountant/DEO (Corporate Accounting & Tally), DEO (Short hand & Typing), DEO (Office Asst. cum Typing), Driver [L.V], Driver [H.V], Electrician through Service Provider

Sealed tenders are invited from reputed & registered Manpower agencies /Service Providers to provide the services for Jr. Accountant/DEO (Corporate Accounting & Tally)/ DEO (Short hand & Typing), DEO (Office Asst. cum Typing), Driver [L.V], Driver [H.V], Electrician, Peon and Security Guard 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 Corporate Office, OFDC Ltd., A/84, Kharavelanagar, Bhubaneswar on payment of Rs.1,000/- (Rupees One thousand) + GST @ 18% (non-refundable) on any working day from 17-10-2019 to 06-11-2019 between 11 AM to 4 P.M. The Bidder can also download the Tender Document from the website www.odishafdc.com 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 Managing Director, Odisha Forest Development Corporation Ltd payable at Bhubaneswar. The last date and time for submission of Tender document is 07-11-2019 upto 12.00 Noon. OFDC reserves the right to add/delete/modify any portion of this Tender and/or annul all bids without assigning any reason.

FOR ODISHA FOREST DEVELOPMENT CORPORATION LTD,

Sd/-

MANAGING DIRECTOR
No.19022 Date 17.10.2019

Tender Notice for providing services of Jr. Accountant/DEO (Corporate Accounting & Tally), DEO (Short hand & Typing), DEO (Office Asst. cum Typing), Driver [L.V], Driver [H.V], Electrician through Service Provider

Sealed tenders are invited from reputed manpower agencies /service providers (Companies/Partnership Firm/sole proprietorship) to provide the services for Jr. Accountant/DEO (Corporate Accounting & Tally), DEO (Short hand & Typing), DEO (Office Asst. cum Typist), Driver [L.V], Driver [H.V], Electrician, Peon and Security Guard 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 Corporate Office, OFDC Ltd., A/84, Kharavelanagar, Bhubaneswar on payment of Rs.1,000/- (Rupees One thousand) + GST @ 18% (non-refundable) on any working day from 17-10-2019 to 06-11-2019 between 11 AM to 4 P.M. The Bidder can also download the Tender Document from the website www.odishafdc.com 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 Managing Director, Odisha Forest Development Corporation Ltd payable at Bhubaneswar. The sealed cover containing the Technical Bid and Financial Bid should super scribe “Tender for Providing Manpower Services to Odisha Forest Development Corporation Limited” is to be sent either by Speed Post or Registered Post or be dropped in Tender Box. The offers will be received up to 12 Noon of 7.11.2019 and shall be opened by the Authorised Officer at 3.30 PM on 07.11.2019 in presence of Service Provider or their authorized representative if they so desire. Each offer should be accompanied with an EMD of Rs.50,000/- (Rupees Fifty thousand) only in shape of Account Payee Bank Draft drawn on any Nationalized Bank in favour of “Odisha Forest Development Corporation Ltd” 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 Forest Development Corporation Ltd. would not remain responsible for any postal delay. There shall be no negotiation. Further details can be obtained from the above address. OFDC reserves reserve the right to add/ delete/modify any portion of this Tender and/or annul all bids without assigning any reason.

FOR ODISHA FOREST DEVELOPMENT CORPORATION LTD,

Sd/-

MANAGING DIRECTOR
TENDER DOCUMENT

For providing Services of Jr. Accountant / DEO (Corporate Accounting & Tally), DEO (Short hand & Typing), DEO (Office Asst. cum Typing), Driver [L.V], Driver [H.V], Electrician, Peon and Security Guards to Odisha Forest Development Corporation Limited by a Man Power Service Provider.

(a) Period of issue of Tender Document : 17-10-2019 to 06-11-2019

(b) Last Date and time for submission of Tender Document : 07-11-2019 upto 12.00 Hrs.

(c) Date and time for opening of

(i) Technical Bids : 07-11-2019 at 15.30 Hrs.

(ii) Financial Bids of eligible Bidders : To be intimated only through Email and notified in the Notice Board of Corporate Office, OFDC Ltd

(d) Likely date for commencement of Deployment of required manpower : 01.12.2019
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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Odisha Forest Development Corporation Limited A/84: Kheravel nagar, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Jr. Accountant/DEO (Corporate Accounting & Tally), DEO (Short hand & Typing), DEO (Office Asst. cum Typing), Driver [L.V], Driver [H.V], Electrician Peon and Security Guard Personnel preferably on contract basis for day to day official work for its office at Bhubaneswar as well as for field units across Odisha.

2. The contract of providing the aforesaid manpower is likely to commence from date of agreement and would continue till one year. The period of the contract may be further extended beyond agreement period provided the requirement of the Odisha Forest Development Corporation Ltd., for manpower continue to exists at that time or may be curtailed/terminated before completion of agreement period owing to Corporation’s requirement, deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Corporation’s requirements. The Corporation however, reserves right to terminate this initial contract at any time after giving one month’s notice to the selected Service Provider.

3. This Corporation has tentative requirement for 65(Sixty Five) personnel (16 nos Jr. Accountant/DEO (Corporate Accounting & Tally), 3 nos DEO (Short hand & Typing), 26 Nos DEO (Office Asst. cum Typing), 19 nos Driver [L.V], 2 Nos Driver [H.V], 1 Nos Electrician. Requirement for Peon and Security Guard will be as per requirement of OFDC from time to time. 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.50,000/- (Rupees Fifty thousand) only in shape of Bank Draft in favour of Odisha Forest Development Corporation Ltd., drawn any Nationalized Bank payable at Bhubaneswar and other requisite documents by 07-11-2019 up to 12 Noon at Odisha Forest Development Corporation Ltd, A/84 Kheravelanagar, Bhubaneswar -751001.

5. The various crucial dates relating to “Tender for Providing Manpower Services to Odisha Forest Development Corporation Limited” are cited as under:
   (a) Period of issue of Tender document: 17-10-2019 to 06-11-2019
   (b) Last Date and time for submission of Tender Document: 07-11-2019 upto 12 Noon.
   (c) Date and time for opening of
      (i) Technical Bid : 07-11-2019 at 15.30 Hrs
(ii) Financial Bids of eligible Tender and selection: to be intimated separately through email

(d) Likely date for commencement of Deployment

Of required manpower from : 01-12-2019

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 superscribing “Technical Bid for providing Manpower Services to Odisha Forest Development Corporation Ltd and “Financial Bid for Providing Manpower services to Odisha Forest Development Corporation Ltd ”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for providing Manpower Services to Odisha Forest Development Corporation Ltd.”

7. The Earnest Money Deposit (EMD) of Rs 50,000/- (Rupees Fifty 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 Forest Development Corporation Ltd, Bhubaneswar failing which the tender shall be rejected summarily.

9. The successful tenderer will have to deposit a Performance Security Deposit of 2% of the Contract Value per annum only in the form of Bank Guarantee/Demand Draft from any Nationalized Bank drawn in favour of Odisha Forest Development Corporation Limited, 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 tenderer. No interest will be paid on the amount of performance security Deposit kept with the OFDC Ltd.

10. 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

11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be signed by the person authorized to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time at 3.30 PM on 07-11-2019 at Corporate Office, OFDC Ltd, Bhubaneswar in presence of the members of the committee constituted by OFDC 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 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 Corporate Office, OFDC in presence of the members of the committee constituted by OFDC and Personnel Officer and the representatives of the Manpower Service providers, if any, who wish to be present at that time.

15. The Competent Authority of the Odisha Forest Development Corporation Ltd 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 fulfil the following technical specifications:

(a) The Registered office or one of the branch offices of the manpower service provider firm should be located at Bhubaneswar. Besides, if the Corporation / Head of Corporation / Controlling officer are procuring manpower for deployment in their Field Offices then the manpower service provider should provide the name, designation and contact number of the person to liaison with the said Field Office(s).

(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 turn-over required is Rs.50,00,000/-. 

(k) Execution of contracts of similar type with a minimum value of Rs 9 lakhs per month or more than 60% the estimated 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 FOREST DEVELOPMENT CORPORATION LIMITED, BHUBANESWAR

1. He / She should be above 18 years of age and not exceeding 40 years. The minimum educational qualification of Jr. Accountant/DEO (Corporate Accounting & Tally) will be Commerce Graduate with 2 years’ experience in Corporate Accounting procedures and operational knowledge of Tally.

2. For DEO (Short hand & 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.

3. For DEO (Office Asst. cum Typing), the minimum qualification will be a Graduate in any discipline 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 and LAN function.

4. For Driver (LV & HV), the minimum qualification will be 10th pass with valid Driving license for light vehicle and heavy vehicle respectively.

5. For Electrician, the minimum Educational Qualification will be H.S.C with ITI pass in Electrical trade with 2 (Two) years’ experience having electrical license.

6. Biodata with copies of testimonials of each Person is to be furnished at Corporate Office for verification by OFDC Ltd before deployment. The Agency is also required to submit a certificate with regard to the above required proficiency of the DEO proposed to be deployed by it in OFDC. After obtaining clearance from OFDC, manpower is to be deployed at such office of the OFDC as may be intimated.

7. The manpower to be deployed as detailed above will be required to work in Corporate Office at Bhubaneswar or in any of the field units of the Corporation situated across the state of Odisha. If at any point in time, OFDC feels that the resource deployed by the Manpower Agency is not up to the mark, or his/her conduct is not good or he/she leaves the services of OFDC then a replacement is to be provided within 7 days time.
APPLICATION - TECHNICAL BID

For Providing manpower Services to Odisha Forest Development Corporation Limited, 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. : ______________________________
   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 Number of Banker: ________________________________________________

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

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

10. E.P.F. 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 Years.

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Amount (Rs. Lacks)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the client, address, telephone &amp; Fax no.</th>
<th>Manpower services provided</th>
<th>Amount of contract (Rs. Lakhs)</th>
<th>Duration of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Type of manpower provided</td>
<td>In No.</td>
<td>From</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>To</td>
</tr>
</tbody>
</table>
15. Additional information, if any  
   (Attach separate sheet, if required)

Date                                               Signature of authorized person
Place:                                             Name:
                                                  Seal:
FINANCIAL BID
(To be submitted under the letter head of the Bidder)

For Providing Manpower Assistance to Odisha Forest Development Corporation Ltd

1). Name of tendering Manpower Service Provider:

2). Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Manpower Type</th>
<th>Monthly Rate per person per month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Category</td>
</tr>
<tr>
<td>1.</td>
<td>Jr. Accountant/DEO (Corporate Accounting &amp; Tally)</td>
<td>Skilled</td>
</tr>
<tr>
<td>2.</td>
<td>DEO (Short hand &amp; Typing)</td>
<td>Skilled</td>
</tr>
<tr>
<td>3.</td>
<td>DEO (Office Asst. cum Typing),</td>
<td>Skilled</td>
</tr>
<tr>
<td>4.</td>
<td>Electrician</td>
<td>Skilled</td>
</tr>
<tr>
<td>5.</td>
<td>Driver [L.V], Driver [H.V],</td>
<td>Skilled</td>
</tr>
<tr>
<td>6.</td>
<td>Peon</td>
<td>Un-skilled</td>
</tr>
<tr>
<td>7.</td>
<td>Security Guard</td>
<td>unskilled</td>
</tr>
</tbody>
</table>

Note: The Agency is required to quote basic rate in Cl. No-4, in indian rupees, of Basic Remuneration per category of personnel which shall not be less than the rate notified under the Minimum wages Act, 1948 as amended upto date excluding employers share on Provident Fund and ESI taking into account 30 days a month.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

Notes:
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 conclusion of the calendar month only on the basis of no. of working days 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.

Signature of authorized person

Full Name:

Seal :

Date:

Place:
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 OFDC 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 Corporation (OFDC Ltd.). 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 OFDC Ltd.

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 Corporation, at present, has tentative requirement of 16 Nos of Jr. Accountant/DEO (Corporate Accounting & Tally), 3 Nos DEO (Short hand & Typing), 26 nos of DEO (Office Asst. cum Typing), 19 Nos of Driver [L.V], 2 Nos Driver [H.V], 1No of Electrician. Requirement for Peon and Security Guard will be as per requirement of OFDC from time to time. The requirement of the Corporation 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 condition.

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 P.M. 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 Corporation or the Office concerned shall be that of the Manpower Service provider and the Corporation or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the bank account of the person deployed by it in OFDC, a sum not less than the minimum rate quoted in the financial bid as reduced by the employees contribution towards Provident Fund and 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 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 on OFDC 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 Corporation / 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 Corporation or Office concerned and an Authorized representative of the Manpower Service Provider for settlement.

13. OFDC 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 OFDC.

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 Corporation 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 Corporation or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. **The service provider has to provide substitute in the event of any person engaged by him at OFDC 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 Corporation or office concerned. The Corporation or office concerned shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Corporation or office concerned to the concerned tax Collection authorities from time to time, as per the rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to the Corporation or office concerned.

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 Corporation or office concerned or any other authority under Law.

25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules ,as amended, from time to time and a certificate to this effect shall be provided by the Corporation or office concerned.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Corporation or the office concerned is put to any loss/obligation, monetary or otherwise, the Corporation 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.

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 Corporation 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 .If any loss or damage is caused to the Corporation or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
FINANCIAL

28. PAYMENT OF WAGES TO DEPLOYED MANPOWER:
   i. The monthly wages payable to each category of manpower shall be
determined by the OFDC Ltd for number of days present by each
personnel deployed by the Service Provider in various offices of OFDC
Ltd 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 each office of the OFDC Ltd where
personnel are deployed by it which should be verified by the Authorised
officer of the OFDC Ltd on regular basis. The manpower Service Provider
is to prepare a bill on the basis of attendance of each such personnel as
verified by the Authorised officer of OFDC.
   iii. On the basis of bill, Manpower Service Provider shall pay the wages, ESI
and 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 OFDC
with pay bill, EPF and ESI Details.
   v. Pay-slip shall be provided to deployed manpower and pay statement
shall be submitted to the OFDC every month.
   vi. The normal time to make the payment by the OFDC 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 OFDC
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.

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.50,000/-
(Rupees Fifty thousand) only in the form of Demand Draft/Pay Order drawn in favour of
Odisha Forest Development Corporation Limited failing 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 2% of the Annual
Contract value only in the form of Bank Guarantee/ Bank Draft from any Nationalised 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 OFDC.
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 Corporation 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 Corporation 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 bills in the succeeding month.

36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

38. All disputes shall be under the jurisdiction of the court at 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 this Corporation for supply of suitable and qualified manpower as per requirement of this Corporation on the above terms and conditions.

MANAGING DIRECTOR
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 I.T. return filed by agency for last 3 years;
6. Attested copy of G.S.T registration certificate;
7. Attested copy of the P.F. registration letter /certificate;
8. Attested copy of the E.S.I registration letter/ certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at 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 short listed 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 Forest Development Corporation Ltd., A/84, Kharvela Nagar, Unit-III, Bhubaneswar represented by Managing Director 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 Forest Development Corporation Ltd., 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 the 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 witnesses as below: -

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.

2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “Jr. Accountant/DEO (Corporate Accounting & Tally), DEO (Short hand & Typing), DEO (Office Asst. cum Typing), Driver [L.V], Driver [H.V], Electrician in Odisha Forest Development Corporation Ltd., 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
OFDC Ltd.,

In the presence of Witness: -

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