

**Odisha Tourism Development Corporation Ltd.
Panthanivas Old Block
Lewis Road, Bhubaneswar -14**

Expression of Interest for supply of Personnel in OTDC

No.5150 /P/OTDC

Date: 17.08.2019

Expression of Interests (EOI) are invited from reputed manpower agencies for supplying services of Khalasi, Room boy, Waiter, Mali, Bus Helper, Cook Helper, Watchman/Security Guard, Sweeper, Dish Washer, Peon/Attendant and Multi Utility Worker (for the job of Waiter-Cum-Room boy and for any other purpose to be decided by the Management) in different Panthanivas / Transport Unit / Head Office operated throughout the State of Odisha for a period of three years on contract basis.

The detailed information for outsourcing the services of aforesaid manpower have been provided herein after. The programme of selection of MSP is scheduled below.

- | | |
|-------------------------------------|---|
| (A) Issue of Notice | : 18.08.2019 |
| (B) Pre- Bid Meet | : 26.08.2019, 11.30 am at Head Office
OTDC |
| (C) Last date for submission of Bid | : 06.09.2019 up to 5 PM |
| (D) Opening of Technical Bids | : 07.09.2019, 11.30 AM at Head Office
OTDC |
| (E) Opening of Financial Bids | : Will be intimated later on |

The tender papers must reach to the office of the undersigned on or before 06.09.2019 by 5 PM through Registered Post / Speed Post only. The tender documents will be opened on the 07.09.2019 at 11.30 AM in the office chamber of General Manager OTDC Ltd. The bidders or their authorised representatives may remain present at the time of opening. The undersigned reserves the right to accept or reject any or all the tender without assigning any reason thereof. The details are available in www.panthanivas.com.

General Manager

SCOPE AND GENERAL CONDITIONS FOR MSP

1. The Odisha Tourism Development Corporation Ltd, Bhubaneswar-751014 requires the services of reputed, well established and financially sound Manpower Service Provider agency to provide Personnel Peon, Room boy, Waiter, Khalasi, Mali, Bus Helper, Cook Helper, Chaukidar/Security Guard, Sweeper, Dish Washer and Multi Utility Worker (for the job of Waiter-Cum-Room boy and for any other purpose to be decided by the Management) on contract basis.
2. The contract for providing the aforesaid manpower is likely to commence from **Oct 2019** and **would continue for 3 Years**. The period of the contract may be further extended on mutual agreement. The Corporation however reserves right to terminate this initial contract at any time after giving one month notice to the selected Service Provider owing to deficiency in service or substandard quality of Manpower deployed by the selected Service Provider or because of change in the Corporations requirements.
3. The requirements may increase/ decrease in any/ all the categories of Personnel. The Corporation may engage manpower through other MSP besides the selected MSP of this EOI.
4. The estimated contract value is **Rs.2.50 Crore** per annum and monthly billing and payment to Manpower Service Provider is allowed. The interested Manpower Service Providers may submit the Expression of Interest indicating service charge per person per month. The minimum service charges shall be quoted more than zero.
5. The interested Manpower service providers shall deposit a sum of **Rs.10,000/-** (Rupees Ten Thousand) only as Participation Fee (non-refundable) in the form of Demand Draft / Pay Order drawn in favour of MD, OTDC Ltd., Bhubaneswar failing which the tender shall be rejected.
6. The EOI 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 Personnel to

OTDC Ltd.” and “Financial Bid for Providing Personnel to OTDC Ltd.”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for Providing Manpower Services to OTDC Ltd.”.

7. The interested MSP shall submit the EOI documents complete in all respects along with Participation Fee (non- refundable) **Rs.10,000/-** (Rupees Ten Thousand), Earnest Money Deposit (EMD) of **Rs.2, 50,000/-** (Rupees Three Lakh) only in the form of Demand Draft / Pay Order drawn in favour of MD, OTDC Ltd. payable at Bhubaneswar, requisite documents with the Technical Bid as at **Annexure – A** and Financial Bid as at **Annexure – B** failing which the tender shall be rejected summarily. The EMD of unsuccessful MSPs is refundable without interest. The EMD of the selected Manpower Service Provider will be forfeited provided it fails to sign the contract with OTDC on or before the scheduled date and time or will be adjusted with the Performance Security Deposit.
8. The successful tenderer will have to deposit a Performance Security Deposit one month gross salary in the form of Bank Guarantee / Fixed Deposit pledged / Pay order/ Demand Draft (without interest) + Rs.2.50 lakh from any Nationalized Bank drawn in favour of MD, OTDC Ltd. payable at Bhubaneswar for the period of contract. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will have to be accordingly renewed.
9. The intending MSPs are required to enclose self attested photocopies of the following documents in the Technical Bid, failing which their bids shall be rejected and will not be considered. If any document submitted by the agency is proved forged or wrong later, then the contract if any shall be terminated at the cost of the said agency with forfeiture of EMD.
 - (a) Copy of the Registration certificate of the applicant organization;
 - (b) Copy of the certificate Registration under Odisha Shop & Establishment Act, 1956;
 - (c) Copy of PAN Card;
 - (d) Copy of the IT return filed for the last three financial years;
 - (e) Copies of EPF and ESI Registration certificates;

- (f) Copy of the Service Tax registration certificate;
 - (g) Copy of the Labour License
 - (h) Copy of the audited Profit and Loss account for last 3 years;
 - (i) Copy of the Private Security license issued by Home Department of Odisha for Security Guards.
 - (j) List of client and business volume with them.
 - (k) The copy of Scope and General Conditions must be enclosed to the Technical Bid with signature in all pages as a token of acceptance.
10. **Eligibility / Pre-qualification Criteria:** In addition to the above document / certificate, the agency is required to fulfil the following eligibility criteria.
- I. Single Work Order of Government / Govt. Agency for deployment of personnel not less than 170 nos. for a period not less than one year.
 - II. Affidavit by the MSP that they have not defaulted in deposit of EPF, ESI & Service Tax during the last three years.
 - III. The agency should not have been black-listed by any Govt. or Semi-Govt. agency.
 - IV. The agency must have adopted electronics transfer of wages to the bank accounts of the concerned workmen / personnel. Proof of such transfer at least for a period of three months to be submitted.
 - V. The registered office or one of the branch offices of the manpower service provider should be located in Odisha. Besides, the MSPs may nominate a person with his/ her name, designation and contact number for liaison with the OTDC Ltd.
 - VI. They may be registered with the appropriate registration authority. They should have at least 3 years experience in providing manpower to Government Departments, Public Sector Companies / Banks, etc. With minimum average annual turn-over of Rs.1.50 Crore per annum during last 3 years.
11. The conditional EOIs shall not be considered and will be rejected. All entries in the EOI should be legible and filled clearly. If the space for

furnishing information is insufficient, a separate sheet duly signed by the bidder / authorized person may be attached. No overwriting or cutting is permitted in the EOIs. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the EOIs must be signed by the bidder / authorized person. All pages of Technical bid and Financial Bid should be signed by the MSP.

12. Attending the Pre-bid meet is optional to take part in the bid process. The Technical bids shall be opened on **07.09.2019** at **11.30AM**, in OTDC Head office by a Committee constituted for the purpose in the presence of MSPs or their authorized representatives, if any, who wish to remain present.
13. The registered office or one of the branch offices of the manpower service provider should be located in Bhubaneswar. Besides, the MSPs may nominate a person with his / her name, designation and contact number to liaison with the OTDC Ltd.
14. They may be registered with the appropriate registration authority. They should have at least 3 years experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc. with minimum average turn-over of Rs. 1.50 Crore per annum during last 3 years.
15. The Financial Bid of only those bidders will be opened whose Technical bids are found in order and accepted. The Financial bids shall be opened in OTDC Head office by a Committee constituted for the purpose in the presence of MSPs or their authorized representatives, if any, wish to remain present. The agency quoting the lowest for service charges for each category shall be selected as preferred bidder and the date of opening of Financial Bid shall be intimated later on.
16. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under the proposed contract to be entered with the Corporation, to any other agency or organization by whatever name be called without the prior written consent of the Authority.
17. The persons deployed shall be required to report for work as per the duty

hours fixed by the Management from time to time. In case, the person deployed remains absent on a particular day or comes late / leaves early, proportionate deduction from the remuneration for one day will be made. The deployed manpower must have requisite proficiency and good conduct at work place.

18. The Manpower Service provider shall provide the persons required by the Corporation as per the statement at **Annexure – C** showing the details of required posts with prescribed qualification and wages fixed by the State Govt. of Odisha from time to time. The management is at liberty to return the deployed personnel (s) at any time without assigning any reason.
19. The entire financial liability in respect of manpower deployed in the Corporation shall be that of the MSP and the Corporation will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the persons deployed their wages before due date under law and adduce such evidence as may be required by the Corporation from time to time.
20. For all intents and purposes, the Manpower Service Provider shall be the “Principal Employer” within the meaning of different Rules & Acts in respect of manpower’s so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever including employer and employee relationship against the Corporation. The Manpower Service Provider shall maintain the persons deployed in their own roll and shall be responsible to comply the C.L. (R.A) Act, ESI Act, EPF (MP) Act, E.C. Act, S & C. E Act and all Labour Laws and Commercial and other laws applicable to the Corporation.
21. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed by it. The Corporation shall, in no way, be responsible for settlement of such issues whatsoever.
22. The Corporation shall not be responsible for any financial loss or any injury to any persons caused by the deployed Manpower including him / her in course of their duties, or for payment towards any compensation.
23. The persons deployed by the Manpower Service Provider neither shall

- have any claim nor shall be entitled to pay, perks and other facilities admissible to regular employees nor during the currency or after expiry of contract of MSP nor have any claim for absorption in regular or other capacity against Corporation.
24. The MSP shall submit undertaking from the concerned manpower deployed or to be deployed for not claiming any pay, perks, compensation, regularization, absorption etc to the Corporation.
 25. The MSP shall provide a substitute immediately if deployed Person leaves the job due to his/her own personal reasons or removed by the Corporation. In case of delay of more than 03 days in providing substitute, a penalty calculated @ Rs.100 per day per person shall be deducted from monthly bill of the MSP.
 26. The persons deployed by the MSP should have good police records and no criminal case should be pending against them. The MSP shall provide police verification report of the person to be deployed is to be submitted to the Corporation.
 27. 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. The MSP shall be responsible for any act of indiscipline, misconduct, loss of business or property, theft, breakage etc on the part of the persons deployed in the Corporation.
 28. 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 others. In view of this, the MSP must undertake that it shall reimburse the Corporation the loss so caused by the deployed persons.
 29. The MSP shall be responsible for compliance of all statutory provisions relating to different types of worker in respect of the persons deployed by it in the Corporation. The Corporation shall have no liability in this regard.
 30. The MSP shall also be liable for depositing all taxes, levies, Cess etc. on account of services rendered by it to the Corporation to the concerned tax authorities from time to time. The MSP shall have valid documents to undertake manpower supply and provision to the Corporation throughout

- the contract period.
31. The MSP shall maintain all statutory registers under the Law and shall produce the same on demand to the Corporation or any other authority under Law.
 32. The Tax deduction at Source shall be made as per the provisions of Income Tax Act/Rules as amended from time to time and a certificate to this effect may be provided by the Corporation.
 33. In case the MSP fails to comply any law and as a result of which the Corporation is put to any loss / obligation, monetary or otherwise, the Corporation will be entitled to get itself reimbursed out of the outstanding bills, the Performance Security Deposit of the MSP to the extent of the loss or obligation in addition to it may sue the MSP for recovery of such loss in the court of law.
 34. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration to employed persons and payment of statutory dues or any other reason as deemed proper by the Corporation. The Corporation will have no liability towards non-payment of wages to the persons deployed by the MSP, non-compliance of statutory provisions of law, the outstanding statutory dues or any other liabilities what so ever it may be under the contract.
 35. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit as well as EMD of the MSP shall be liable to be forfeited besides annulment of the Agreement and other legal course of action against MSP.
 36. The MSP shall raise the bill including EPF, ESI contribution and service tax as applicable in triplicate, along with attendance sheet duly verified by the Corporation or Office concerned in respect of the persons deployed and submits the same in the first week of every succeeding month. As far as practicable the payment will be released forthwith.
 37. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof

of payment pertaining to the previous month bill. 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.

38. In the event of any dispute arising in contract the same shall be resolved through negotiation or it shall be referred to the Managing Director of the Corporation for the decision and the same shall be binding on all parties. Moreover all disputes under the contract shall be subject to the jurisdiction of the Courts at Bhubaneswar.
39. After qualifying the technical bid and financial bid with lowest service charges and satisfying any further conditions as to its suitability by the concerned MSP, the Corporation shall invite to enter into contract with it.
40. OTDC shall pay wages to the MSP as per the rate mentioned in Annexure-C or at the rate revised by Govt./OTDC from time to time.
41. The MSP shall be responsible to transfer the wages & deposit the monthly dues as per Annexure-C electronically failing which the Agent shall be liable to be cancelled

TECHNICAL REQUIREMENTS

TECHNICAL BID

For Providing Other Personnel to Odisha Tourism Development Corporation Ltd., 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. : _____

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 liaise with Field Office(s)

7. Registration certificate No. of the Manpower Service Provider (Attach attested copy) _____

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

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

10. E.P.F. Registration certificate No. : _____
(Attach attested copy)

11. E.S.I. Registration certificate No. : _____
Attach attested copy)

12. Registration Certificate under
"The Odisha Shops and Commercial
Establishments Act, 1956"
(Attach attested copy) _____

13. Labour License certificate No. : _____
(Attach attested copy)

14. Copy of the Private Security license issued by Home Department of Odisha
for Security Guards.

15. Financial turnover of the tendering **Manpower Service Provider** for the
last 3 Financial Years.

Financial Year	Amount (Rs. Crore)	Remarks, if any
2016-17		
2017-18		
2018-19		

16. Audited Profit & Loss account for last 3 years
(Attach attested copy) : _____

17. IT Return for last three years (Attach attested copy) _____

18. Give details of the 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.	Type of Manpower provided	Numbers	Amount of contract (In Rs. Lakhs)	Duration of contract	
					From	To

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

Signature of authorized person

Date:

Name:

Place:

Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of Sri
_____ of _____
Proprietor/ Partner / Director/ authorized signatory of the Service Provider
(attach Copy of Authorization) am / is 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 are true and authentic and aware of
the fact that furnishing of any false information/ document shall reject my /
our offer at any stage besides forfeiture of EMD and Performance Security
Deposit and liabilities towards prosecution under law.

Signature of authorized person

Full Name:

Seal :

Date:
Place:

FINANCIAL BID

Service charge per personnel per month exclusive of GST _____.

Date:

Signature

Place:

Full Name:

Seal:

DECLARATION

1. I, _____ Son / Daughter / Wife of Sri
_____ of _____
Proprietor/ Partner / Director/ authorized signatory of the Service
Provider (attach Copy of Authorization) am / is 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 are true and authentic and
aware of the fact that furnishing of any false information/ document
shall reject my / our offer at any stage besides forfeiture of EMD and
Performance Security Deposit and liabilities towards prosecution under
law.

Signature of authorized person
Full Name:

Seal :

Date:
Place:

Annexure - C**QUALIFICATION PRESCRIBED FOR SECURITY PERSONNEL**

Post Name	Prescribed qualification	Age	Monthly wages excluding employer contribution of EPF & ESI per person (Fixed) Rs.	Tentative Requirement (nos)
Khalasi	Class-VII with certificate to drive motor lunch with two years experience	21-32	8070/-	12
Mali / Gardener	Class-VII with two years experience in gardening	21-32	8390/-	18
Waiter	HSC with craft certificate in Restaurant and counter service from institution recognized by the Govt.	21-32	8390/-	44
Room Boy	HSC with craft certificate in Restaurant and counter service from institution recognized by the Govt.	21-32	8070/-	35
Cook Helper	HSC or any equivalent with craft certificate in Food & Beverages from recognized institute of Govt.	21-32	8390/-	18
Bus Helper	Class-VII with experience as Motor Mechanic	21-32	8070/-	11
Dishwasher/ Sweeper	Literate	21-32	8070/-	53
Peon/ Attendant	M.E. Pass with knowledge in cycle riding	21-32	8070/-	6
Utility worker/ Multipurpose worker	M.E. Pass with knowledge in cycle riding	21-32	8070/-	15

Chaukidar/ Security Guard	10 th pass with knowledge Cycle riding and must have good physic. Height-not below 168 cm. Weight-not below 55 kg. Chest-Normal79, Expanded-84cm.	21-32	8070/-	51
				263

N.B: The experience may be relaxed by the OTDC authority in case suitable experienced workmen not available

- Note-**
1. The statement showing the detail required post with prescribed qualification is given at Annexure”C”.
 2. OTDC shall pay Employee & Employer contribution PF, ESI and GST as per law over.
 3. The payment shall be made on completion of each calendar month only on the basis of no. of working days for which duty has been performed by each person.
 4. The monthly wages shall be inclusive of wages payable for the weekly day of rest.